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US EPA RECORDS CENTER REGION 5



467924

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September 15, 2000

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Jon Peterson
EPA Project Coordinator
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Boulevard
Chicago, IL 60604

Dear Mr. Peterson:

**Re: US v City of Albion, Michigan
Civ. No. 1:97cv1037 (W.D. Mich)**

Here is a copy of insurance information pertaining to Decker Manufacturing Corporation and its coverages as provided in the Consent Decree.

Please let me know if you have any questions.

Yours very truly,

Philip M. Moilanen

rkW

enclosures: CGL & Business Auto Policy #S 70 MXX 80726177
CGL & Business Auto Policy #S 70 DXX 80751582
Worker's Compensation (Employer Reinsurance Corporation)
Policy #0003943
Certificate of Liability Insurance

cc: Francis Biros, U.S. Dept. of Justice
Connie L. Puchalski, U.S. EPA
Charles Denton
Decker Manufacturing Corp.

WILLIAM T. ROYAL

W. J. H. M. van der Kolk

[illegible]

1957 Nov. 2 11:40 AM, 1957,

707.04 0004 7569 5B 016 20-250000

החברות המצטרפות הן:

Uchida, T., & Nishida, K. (1988).

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GENERAL LIABILITY

General Liability **GL**



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INSUR

C1Z EFCG.O152.D04C901

002576D

POLICY NUMBER S 70 MX 80726177

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

GENERAL LIABILITY DECLARATIONS

Insurance is provided only for those Coverages, Limits of Liability and Endorsements shown below.

Coverages	Limits of Liability
COMMERCIAL GENERAL LIABILITY COVERAGE PART	
GENERAL AGGREGATE LIMIT (Other Than Products - Completed Operations)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT	ANY ONE FIRE \$100,000
MEDICAL EXPENSE LIMIT	ANY ONE PERSON \$5,000

The audit period shall be ANNUAL

GENERAL LIABILITY ENDORSEMENT(S)

EMPLOYMENT - RELATED PRACTICES EXCLUSION (CG 21 47 10 93)

MULTICOVER (CG 71 58 07 96)

AMENDMENT OF POLLUTION EXCLUSION - EXCEPTION FOR BUILDING HEATING EQUIPMENT (CG 00 54 03 97)

AMENDMENT OF OTHER INSURANCE CONDITION (OCCURRENCE VERSION) (CG 00 55 03 97)

SUPPLEMENTARY STATE ENDORSEMENT(S)

MICHIGAN

MICHIGAN CHANGES (CG 01 68 10 92)

MICHIGAN AMENDMENT TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM AND MULTICOVER - (CG 71 69 12 96)

POLICY NUMBER S 70 MXX 80726177

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

OTHER GENERAL LIABILITY ENDORSEMENT(S)

EMPLOYEE BENEFITS ADMINISTRATION
ERRORS AND OMISSIONS INSURANCE
EB7000 1297

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF
COVERAGE FORM EB 70 00.

DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF
INSURANCE ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

LIMITS OF INSURANCE

EACH EMPLOYEE LIMIT	\$ 1,000,000
AGGREGATE LIMIT	\$ 2,000,000

POLICY NUMBER S 70 MXX 80726177

NAMED INSURED
DECKER MFG CORP

RATING PERIOD 01-01-99 TO 01-01-00

GENERAL LIABILITY SCHEDULE

Premise 01

Location 001 703 N. CLARK STREET
ALBION MI 49224 CALHOUN (CNTY)

Premise 02

Location 002 1301 BARNES
ALBION MI 49224 CALHOUN (CNTY)

Premise 03

Location 003 LOT 26, SUPERVISOR'S PLAT (CALHOUN COUNTY)
ALBION MI 49224 CALHOUN (CNTY)

Premise 04

Location 004 LOT 28, SUPERVISOR'S PLAT (CALHOUN COUNTY)
ALBION MI 49224 CALHOUN (CNTY)

Classification(s)	Bases of Premium	Exposure	Rate
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Premise 01

Premises/Operations

BOLT-NUT-RIVET-SCREW & WASHER MFG	GROSS SALES	24,000,000	.1022
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Products/Completed Operations

INDUSTRIAL MACH PARTS/EQUIP - METAL	GROSS SALES	24,000,000	.1651
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Premise 02

Premises/Operations

DWELLINGS-ONE FAM.(LESSOR'S RISK) incl Products/Completed Operations	EACH	1	40.8071
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Premise 03

Premises/Operations

VACANT LAND - FOR PROFIT incl Products/Completed Operations	ACRES	20	44.4000
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Premise 04

Premises/Operations

DWELLINGS-ONE FAM.(LESSOR'S RISK) incl Products/Completed Operations	EACH	1	40.8071
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MULTICOVER			250
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Commercial General Liability Coverage Form - CG 00 01 01 96

General Liability Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II)**.

Other words and phrases that appear in bold face have special meaning. Refer to **DEFINITIONS (SECTION V)**.

Section I - Coverages

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may at our discretion investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **LIMITS OF INSURANCE (SECTION III)**; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and

- (2) The **bodily injury** or **property damage** occurs during the policy period.

- c. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This insurance does not apply to:

- a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

b. Contractual Liability

Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury or property damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

Bodily injury or property damage for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily injury to:

- (1) An **employee** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. Pollution

- (1) **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured,
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated,

disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to **bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to **bodily injury or property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

(5) **Bodily injury or property damage** arising out of the operation of any of the

equipment listed in paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

h. Mobile Equipment

Bodily injury or property damage arising out of:

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or
- (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

Property damage to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

k. Damage to Your Product

Property damage to **your product** arising out of it or any part of it.

l. Damage to Your Work

Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

Property damage to **impaired property** or **property** that has not been physically injured arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or

(3) **Impaired property;**

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance part applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for **personal injury** or **advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** or offense and settle any claim or suit that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to:

- (1) **Personal injury** caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

- (2) **Advertising injury** caused by an offense committed in the course of advertising your goods, products or services.

but only if the offense was committed in the coverage territory during the policy period

2. Exclusions

This insurance does not apply to:

a. **Personal injury or advertising injury**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. **Advertising injury** arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

c. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Coverage C. Medical Payments

1. Insuring Agreement

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the coverage territory and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for **bodily injury**;

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the **products-completed operations hazard**.
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

Supplementary Payments - Coverages A and B

We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of

earnings up to \$250 a day because of time off from work.

5. All costs taxed against the insured in the **suit**.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

- a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
- d. The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) agrees in writing to:

- (a) cooperate with us in the investigation, settlement or defense of the **suit**;

(b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;

(c) notify any other insurer whose coverage is available to the indemnitee; and

(d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) provides us with written authorization to:

(a) obtain records and other information related to the **suit**; and

(b) conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages), such payments will not be deemed to be damages for **bodily injury and property damage** and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

Section II - Who Is an Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you while performing duties related to the conduct of your business. However, none of these employees is an insured for:

(1) Bodily injury or personal injury:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) Property damage to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your employee), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property, and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. With respect to mobile equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. Bodily injury to a co-employee of the person driving the equipment; or
- b. Property damage to property owned by, rented to, in the charge of or occupied by you

or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to **personal injury** or **advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Section III - Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of **bodily injury** and **property**

damage included in the **products-completed operations hazard**.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all **personal injury** and all **advertising injury** sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
because of all **bodily injury** and **property damage** arising out of any one occurrence.
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Commercial General Liability Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence** or offense.

b. If a claim is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or **suit** and the date received, and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

8. **Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Section V - Definitions

1. **Advertising injury** means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.
3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Coverage territory** means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above or in a settlement we agree to.
5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Executive officer** means a person holding any of the officer positions created by your charter,

constitution, by-laws or any other similar governing document.

7. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
- b. Your fulfilling the terms of the contract or agreement.

8. **Insured contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies a railroad for **bodily injury or property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

9. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

10. **Loading or unloading** means the handling of property;

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

11. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. **Personal injury** means injury, other than bodily injury, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

14. **Products-completed operations hazard:**

- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or

organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15. **Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

16. **Suit** means a civil proceeding in which damages because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. **Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

18. **Your product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality,

durability, performance or use of **your product**; and

- b. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

19. **Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

Amendment of Pollution Exclusion - Exception For Building Heating Equipment - CG 00 54 03 97

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part
Owners and Contractors Protective Liability Coverage Part

Subparagraph (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I - Coverages) is replaced by the following:

This insurance does not apply to:


POLLUTION

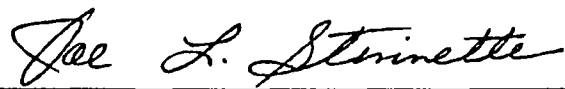
- (1) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Subparagraph (a) does not apply to bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

Amendment Of Other Insurance Condition (Occurrence Version)

CG 00 55 03 97

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part (Occurrence Version)

Paragraph 4.b. of the Other Insurance Condition - (Section IV - Commercial General Liability Conditions) is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire Extended Coverage, Builder's Risk, Installation Risk similar coverage for your work;
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
 - (c) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion g. of COVERAGE A (SECTION I).
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for

which you have been added as an additional insured by attachment of an endorsement.


When this insurance is excess, we will have no duty under COVERAGES A or B to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

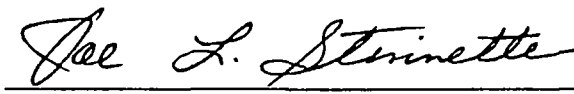
When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

Michigan Changes - CG 01 68 10 92

Policy Amendment General Liability

- A. The paragraph relating to pre-judgment interest in **Supplementary Payments** (Section I) is replaced by the following:

Pre-judgment interest awarded against the insured on that part of the judgment we pay.


- B. With respect to the **DUTIES** Condition (Section IV):

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of paragraph 2.b. is deleted.
3. The reference to paragraph d. is amended to read paragraph e.
4. The following is added:
 - d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy


Secretary


President

Employment - Related Practices Exclusion - CG 21 47 10 93

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- A. The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to:

Bodily injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages):

This insurance does not apply to:


Personal injury to:


- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **personal injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

MultiCover - CG 71 58 07 96

Policy Amendment(s) Commercial General Liability Coverage Form

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

Unless **Personal Injury** is excluded from this policy:

- A. **Section V - Definitions**, item 13. is amended to include:

Personal injury also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by **discrimination**.

- B. **Section V - Definitions**, is amended to include:

20. **Discrimination** means the unlawful treatment of individuals based on race, color, ethnic origin, gender, or religion.

- C. **Section I - Coverages**, **Coverage B**, item 2., a. is amended to include:

- (6) Arising out of **discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or
- (7) Arising out of **discrimination** by or at your direction or with your knowledge or consent; or
- (8) Arising out of **discrimination** directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or
- (9) Fines, penalties, specific performance, or injunctions levied or imposed by a gov-

ernmental entity, or governmental code, law, or statute because of discrimination.

2. Blanket Additional Insured

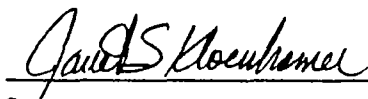
Section II - Who Is an Insured, item 2. is amended to include:

- e. Any person or organization that you are required by a written **insured contract** to include as an insured, subject to all of the following provisions:

- (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or
 - (e) a state or political subdivision permit issued to you.
- (2) Coverage does not apply to any **occurrence** or offense:
 - (a) which took place before the execution of, or subsequent to the completion or expiration of, the written **insured contract**, or
 - (b) which takes place after you cease to be a tenant in that premises.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering or the failure to render any professional services by or for you including:

- (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the **Products-Completed Operations Hazard** is excluded from this policy; **Section II - Who Is an Insured** item 2. is amended to include:

- f. Any vendor but only with respect to **Bodily Injury or Property Damage** arising out of **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. **Bodily Injury or Property Damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions

from the manufacturer, and then re-packaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. Blanket Waiver of Subrogation

Section IV - Commercial General Liability Conditions, item 8. is replaced with:

- 8. **Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations

or your work for that person or organization.

5. Broadened Named Insured

Section II - Who Is an Insured, item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:
 - (a) you have the responsibility of placing insurance for each such entity; and
 - (b) coverage for the entity is not otherwise more specifically provided; and
 - (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;
- (b) Coverage A does not apply to **bodily injury or property damage** that occurred before you acquired or formed the organization;
- (c) Coverage B does not apply to **personal injury or advertising injury** arising out of an offense committed before you acquired or formed the organization.

6. Medical Payments

Unless **Coverage C. Medical Payments** is excluded from this policy:

- A. **Section I Coverages, Coverage C.**, item 2.f. is replaced with:
 - f. Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.
- B. **Section I Coverages, Coverage C.** is amended to include:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. Fire, Explosion and Sprinkler Leakage Coverage

- A. **Section I - Coverages, Coverage A**, item 2., the last paragraph is replaced with:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

- B. **Section III - Limits of Insurance**, item 6. is replaced with:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of **property damage** to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The **Fire Damage Limit** provided by this policy shall be the greater of:

1. \$1,000,000, or
2. The amount shown in the declarations.

- C. **Section IV - Commercial General Liability Conditions**, item 4.b.(2) is replaced with:

- (2) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or

managed by you under a written agreement with the owner; or

D. Section V - Definitions, item 8.a. is replaced with:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an insured contract;

8. Non-Owned or Chartered Watercraft

Section I - Coverages, Coverage A, item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

9. Chartered Aircraft

Section I - Coverages, Coverage A, item 2.g.(6) is added:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

10. Coverage Territory Broadened

Section V - Definitions, item 4.a. is replaced with:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

11. Broadened Advertising Injury

Unless Advertising Injury is excluded from this policy:

A. Section V - Definitions, item 1. is replaced by:

1. Advertising Injury means injury arising out of one or more of the following offenses:
 - a. Oral, written, televised or videotaped publication of material that slanders

or libels a person or organization or disparages a person's or organization's goods, products or services;

- b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of trademark, copyright, title or slogan.

B. Section I - Coverages, Coverage B. item 2.a.(1) and (2) are replaced with:

- (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

12. Broadened Personal Injury

Unless Personal Injury is excluded from this policy, Section V - Definitions, item 13.b. is replaced with:

- b. Malicious prosecution or abuse of process;

13. Broadened Personal and Advertising Injury

Unless Coverage B. Personal and Advertising Injury is excluded from this policy, Section I - Coverages, Coverage B. item 2.a.(4) is deleted in its entirety.

14. Fellow Employees Coverage

Section II - Who Is an Insured, item 2.a.(1) is amended as follows:

(1) Personal Injury:

Items 2.a.(1)(a), (b), (c), and (d) are unchanged.

15. Mental Anguish Is Included in Bodily Injury

Section V - Definitions, item 3. is replaced with:

3. Bodily injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical

sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

16. Unintentional Failure to Disclose Hazards

Section IV - Commercial General Liability Conditions, item 6. is amended to include:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

17. Supplementary Payments, Increased Limits

Section I - Coverages, Supplementary Payment - Coverages A and B, item 2., and 4 are replaced with:

2. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to \$500 a day because of time off work.

18. Per Location General Aggregate

- A. Section III, Limits of Insurance, item 2. is amended to include:**

The General Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

- B. Section V - Definitions, is amended to include:**

21. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

19. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

Section IV - Commercial General Liability Conditions, item 2.a. and b. are replaced with:

- a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim or suit by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the occurrence or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or suit.

20. Cancellation Condition

Section IV Commercial General Liability Conditions, is amended to include:

10. Cancellation

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 120 days prior to the effective date of cancellation.

21. Liberalization

Section IV - Commercial General Liability Conditions, is amended to include:

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

Michigan Amendment to the Commercial General Liability Coverage Form and MultiCover - CG 71 69 12 96

Policy Amendment(s) Commercial General Liability

This endorsement modifies the insurance provided for claims or suits brought under Michigan law under the following forms:

MultiCover, and the
Commercial General Liability Coverage Form

Prejudgement Interest

Commercial General Liability Coverage Form, Section I, Supplementary Payments - Coverages A and B, item 6. is replaced by the following:

6. Pre-judgment interest awarded against the insured on that part of the judgment we pay.

19. Duties in the Event of an Occurrence Offense Claim or Suit

MultiCover, Item 19. Amended Duties in the Event of an Occurrence Offense Claim or Suit; and The Commercial General Liability Coverage Form, Section IV - Commercial General Liability Conditions, items 2.a. and b., are both replaced with:

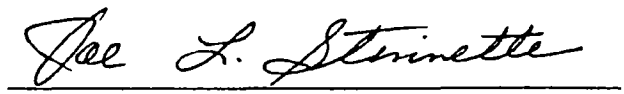
- a. In the event of an **Occurrence**, offense, claim, or **Suit** you must promptly notify our agent or us. Your duty to promptly notify our agent or us is effective when your executive

officers, partners, members, or legal representatives are aware of the General Liability **Occurrence**, offense, claim, or **Suit**. Knowledge of an **Occurrence**, offense, claim or **Suit** by other employee(s) does not imply you also have such knowledge.

- b. To the extent possible, notice to our agent or us should include:
 - (1) How, when and where the **Occurrence** or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or **Suit**.
- c. Failure to give any notice required by this Condition shall not invalidate any claim made by you if it was not reasonably possible to give notice promptly and notice was given as soon as was reasonably possible.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

Employee Benefits Administration Errors and Omissions Insurance

EB 70 00 12 97

IMPORTANT NOTE: THIS INSURANCE PROVIDES LIMITED COVERAGE FOR LIABILITY WHICH ARISES OUT OF THE ADMINISTRATION OF YOUR EMPLOYEE BENEFITS PROGRAM. IN PARTICULAR, IT DOES NOT FULLY PROTECT YOU OR ANY OTHER INSURED AGAINST LIABILITY CREATED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR ITS AMENDMENTS, OR ANY SIMILAR LAW.

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **you** and **your** refer to the Named Insured shown in the Declarations of this Coverage Form. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word **insured** means any person or organization qualifying as such under **Section II - Who is an Insured** of this Coverage Form.

Other words and phrases that appear in bold face have special meaning. Refer to **Section V- Definitions**.

Section I - Coverages

A. Insuring Agreement

1. We will pay those sums that you become legally obligated to pay as damages because of a negligent act, error or omission in the **administration of your employee benefits program**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments** of this Coverage Form.

We will have the right and duty to defend any **suit** seeking those damages. But:

- a. The amount we will pay for all damages is limited as described in **Section III -**

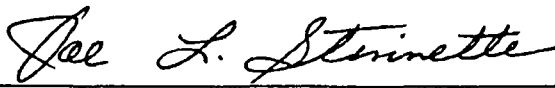
Limits of Insurance of this Coverage Form;

- b. We may, at our discretion, investigate and settle any claim or **suit**; and
 - c. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Coverage Form.
2. This insurance applies to a negligent act, error or omission:
 - a. that first occurs during the policy period; or
 - b. that first occurred prior to the policy period where:
 - (1) There is no other insurance which:
 - (a) was expressly purchased to provide this coverage, and is valid and collectible; or
 - (b) was expressly purchased to provide this coverage, and would be valid and collectible, but for the exhaustion of the limits of insurance or the insolvency of the insurer.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- (2) The insured had no prior knowledge or could not reasonably have foreseen any circumstances which might result in a claim or suit; and
 - (3) The claim is first made or suit is brought during the policy period.
3. This insurance applies only to negligent acts, errors or omissions:
- a. Which occur within the coverage territory; and
 - b. For which the claim is made or suit is brought within the coverage territory.

B. Exclusions

This insurance does not apply to:

- 1. Bodily injury, property damage or personal injury;
- 2. Claims for injury or damage arising out of:
 - a. A dishonest, fraudulent, criminal or malicious act, error or omission done by or at the direction of any insured;
 - b. An insurer's failure to perform its contract;
 - c. Failure of any plan to meet its obligations due to insufficient funds;
 - d. Failure of any investment to perform as represented by any insured;
 - e. Advice given by an insured to any person on whether or not to participate in any plan included in your employee benefits program;
 - f. Your failure to meet the requirement of any law concerning Workers' Compensation, unemployment insurance, social security, disability benefits or the Fair Labor Standards Act of 1938 and its amendments; or any similar laws;
 - g. Any insured's liability as a fiduciary under:
 - (1) EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 and its amendments; or

- (2) INTERNAL REVENUE CODE OF 1986 (including the INTERNAL REVENUE CODE OF 1954) and its amendments;

- h. Any claims for injury or damage to a person or organization arising from:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment;
 - (3) Employment-related Discrimination, or employment-related practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, criticism, reassignment, discipline, defamation, self-defamation, harassment, humiliation directed at that person or organization;
 - (4) Consequential injury or damage as a result of (1) through (3) above;
- i. The act of terminating or altering any of your employee benefits program.

C. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All costs taxed against the insured in the suit.
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a suit and an indemnitee of the insured is also named as a party to the suit, we will defend that indemnitee if all of the following conditions are met:

- a. The suit against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a written contract or agreement;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend or the cost of the defense of that indemnitee, has also been assumed by the insured in the same written contract or agreement.
- d. The allegation in the suit and the information we know about the negligent act, error or omission are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such suit and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the suit; and
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the suit; and

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the suit; and

(b) Conduct and control the defense of the indemnitee in such suit.

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

Section II - Who is an Insured

1. We cover each of the following as insureds under this Coverage Form:
 - a. You; and
 - b. Your employees, but only with respect to the administration of your employee benefits program; and
 - c. Any other person or organization authorized to perform the administration of your employee benefits program.
2. In addition, if you are designated in the Declarations as:
 - a. An individual:

- i. Your spouse is an insured, but only with respect to the **administration of your employee benefits program**; and
 - ii. Your legal representatives are insureds if you die, but only with respect to duties in the **administration of your employee benefits program**. That representative will have all your rights and duties under this endorsement.
- b. A partnership or joint venture:
- i. Your partners or your members are insureds, but only with respect to the **administration of your employee benefits program**; and
 - ii. The spouses of your partners or your members are also insureds, but only with respect to the **administration of your employee benefits program**.
- c. A limited liability company:
- i. Your members are insureds, but only with respect to the **administration of your employee benefits program**; and
 - ii. Your managers are insureds, but only with respect to the **administration of your employee benefits program**.
- d. A corporation:
- i. Your executive officers and directors are insureds, but only with respect to the **administration of your employee benefits program**; and
 - ii. Your stockholders are also insureds, but only with respect to their liability as stockholders and only with respect to the **administration of your employee benefits program**.

Any organization which you newly acquire or form, other than a partnership or joint venture, and over which you maintain a primary and controlling interest will be considered an insured if there is no similar insurance available to that organization. However, coverage under this provision is afforded only until the end of the policy period.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations of this Coverage Form.

Section III - Limits of Insurance

1. The Limits of Insurance stated in the Declarations of this Coverage Form and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Negligent acts, errors or omissions causing injury or damage;
 - c. Claims made or suits brought;
 - d. Persons or organizations making claims or bringing suits; or
 - e. Plans included in your employee benefits program.
2. The Aggregate Limit is the most we will pay for all damages because of negligent acts, errors or omissions in the **administration of your employee benefits program**, covered by this policy.
3. Subject to 2. above, the Each Employee Limit is the most we will pay for the sum of all damages incurred because of damages sustained, covered by this policy, by:
 - a. Any one employee, and
 - b. That employee's dependents or stated beneficiaries.
4. The limits of this Coverage Part apply separately to each consecutive annual policy period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event of a Negligent Act, Error, Omission, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an alleged negligent act, error, omission, claim or suit which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the alleged negligent act, error, or omission took place;
- (2) The names and addresses of the persons or their representatives alleging the negligent act, error or omission;
- (3) The nature of any injury or damage arising out of the negligent act, error or omission.

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

This insurance is excess over any other valid and collectible similar insurance or insurance expressly purchased to provide this coverage, available to the insured.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representation

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Application of Insurance Services Office Endorsements Attached to This Coverage Part

In the event that an Insurance Services Office Endorsement is attached to this Coverage Part, it shall apply to this insurance even if the Insurance Services Office endorsement does not include Employee Benefits Administration Errors and Omissions Insurance within the introductory language of the endorsement.

Section V - Definitions

With respect to coverage provided by this Coverage Form, the following definitions apply:

1. Administration means performance of the ministerial functions of your employee benefits program and could include:

- a. Applying the program rules to determine who is eligible to participate in benefits;
- b. Calculating service and compensation credits of employees;
- c. Preparing messages to tell employees about their benefits;
- d. Maintaining service and employment records of those employees participating in your employee benefits program;
- e. Preparing reports required by government agencies;
- f. Calculating benefits;
- g. Informing new employees about your employee benefits program;
- h. Implementing enrollment instructions from your employees in your employee benefits program;
- i. Advising, other than legal advice, employees who are participating in your employee benefits program of their rights and options;
- j. Collecting contributions and applying them as called for under the rules of your employee benefits program;
- k. Preparing benefits reports for your employees participating in your employee benefits program;
- l. Processing claims.

2. Bodily Injury means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. Coverage territory means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or

- b. All parts of the world if the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a: above or in a settlement to which we agree.
4. **Employee** means your executive officers or any persons who have been employed and compensated by you, whether actively employed, formerly employed, disabled or retired, and includes leased workers and temporary workers, if they are subject to your employee benefits program.
5. **Employment-related discrimination** means the actual or alleged treatment of a person or group of persons based upon their race, color, nationality, ethnic origin, religion, gender, marital status, reproductive status, age, sexual orientation, sexual preference, physical disability, mental disability or on any basis which is prohibited by federal, state local law.
6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by laws or any other similar governing document.
7. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
8. **Personal Injury** means injury, other than bodily injury, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders, or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
9. **Property Damage** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
10. **Suit** means a civil proceeding in which damages because of a negligent act, error or omission to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent.
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
11. **Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not mean a **leased worker**.
12. **Your employee benefits program** means a type of insurance or other plan you maintain solely for the benefit of your employees and could include one or more of the following types:
- a. Group life insurance; group accident, dismemberment, dental, health insurance; health care and dependent care spending plans; legal advice plans; or educational tuition reimbursement plans;
 - b. Profit sharing plans; savings plans including 401K and 403B plans; pension plans and stock subscription plans;
 - c. Unemployment insurance; social security benefits; workers' compensation and disability benefits insurance.



BUSINESS AUTO

Business Auto AL

POLICY NUMBER S 70 MX 80726177

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

BUSINESS AUTO POLICY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS
(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

COVERAGES	LIMITS
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE	\$ 1,000,000 EACH ACCIDENT
UNINSURED MOTORISTS COVERAGE STATE(S): MICHIGAN	\$ 1,000,000 EACH ACCIDENT

COVERAGES	SYMBOLS - COVERED AUTO DESCRIPTION (SEE SECTION I, PARAGRAPH A AND B)
LIABILITY COVERAGE	1. ANY AUTO
PERSONAL INJURY PROTECTION	5. OWNED AUTOS SUBJECT TO NO-FAULT
UNINSURED MOTORISTS COVERAGE	2. OWNED AUTOS ONLY

PHYSICAL DAMAGE COVERAGE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM THREE, SCHEDULE OF COVERED AUTOS YOU OWN:

COVERAGES	DEDUCTIBLES	SYMBOLS - COVERED AUTOS DESCRIPTION (SEE SECTION 1, PARAGRAPH A AND B)
COMPREHENSIVE	\$ 250*	2. OWNED AUTOS ONLY
	\$ 250*	8. HIRED AUTOS ONLY
* NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		
COLLISION	\$ 500	2. OWNED AUTOS ONLY
	\$ 500	8. HIRED AUTOS ONLY

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN. SEE SEPARATE SCHEDULE ATTACHED.

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM CA0001-07-97

POLICY NUMBER S 70 MXX 80726177

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

ENDORSEMENTS. ONLY THOSE ENDORSEMENTS SHOWN BELOW APPLY

EXPLANATION OF PREMIUM BASIS (CA 70 03 01 87)

WHO IS AN INSURED AMENDED (CA 70 07 01 87)

SUPPLEMENTARY STATE ENDORSEMENTS

MICHIGAN

MICHIGAN PERSONAL INJURY PROTECTION (CA 22 20 02 98)
DEDUCTIBLE: NONE

MICHIGAN BROADENED COLLISION COVERAGE (CA 22 22 03 94)
DESIGNATION OR DESCRIPTION OF COVERED AUTO(S):
AUTO NO. 0001 87 DODGE PICKUP 1B7JW24W8HS323743
AUTO NO. 0002 90 INTERNATIONAL VAN 1HTSDZZPXLH252509
AUTO NO. 0003 94 DODGE 3/4T PICKUP 1B7KF26Z5RS716550

MICHIGAN PROPERTY PROTECTION COVERAGE (CA 22 24 09 94)
DEDUCTIBLE: 0

MICHIGAN UNINSURED MOTORISTS COVERAGE (CA 21 31 12 97)

ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

001 MICHIGAN PROPERTY DAMAGE LIABILITY COVERAGE BUYBACK
CA 99 41 05 96

APPLIES TO ALL MICHIGAN AUTOS EXCLUDING TRAILERS

POLICY NUMBER S 70 MXX 80726177

Named Insured
DECKER MFG CORP

Rating Period 01-01-99 to 01-01-00

SCHEDULE OF COVERED AUTOS YOU OWN

The insurance afforded hereunder is only with respect to such and so many of the following coverages for each auto no. as are indicated by 'X'. The limit of the company's liability against Bodily Injury and Property Damage Liability (LIAB), Medical Payments (MED), Uninsured Motorist (UM), Underinsured Motorists (UIM), Personal Injury Protection (PIP), Property Protection Insurance (PPI), and Towing (TOW) coverages shall be as stated on the declarations page subject to all the terms of the policy having reference thereto. The limit of the company's liability against Comprehensive (COMP), Fire (F), Theft (T), Specified Causes of Loss (SCL), Limited Specified Causes of Loss (LSCL), and Collision (COLL) coverages shall be as stated herein subject to all the terms of the policy having reference thereto. As used herein 'ACV' means Actual Cash Value, 'DED' means Deductible and 'OTC' means Automobile Physical Damage Other Than Collision. The collision limit of liability is actual cash value less the deductible amount shown.

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0001	87	DODGE PICKUP ALBION	1B7JW24W8HS323743 MI 49224	COMP	ACV	\$ 250	\$ 500
0002	90	INTERNATIONAL VAN ALBION	1HTSDZZPXLH252509 MI 49224	COMP	ACV	\$ 250	\$ 500
0003	94	DODGE 3/4T PICKUP ALBION	1B7KF26Z5RS716550 MI 49224	COMP	ACV	\$ 250	\$ 500
0004	00	HIRED AUTO PHYS DAMAGE ALBION	MI 49224	COMP	ACV	\$ 250	\$ 500

AUTO NO.	COVERAGES AFFORDED (INDICATED BY 'X' IN COVERAGE COLUMN)								
	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0001	X		X		X	X	X	X	
0002	X		X		X	X	X	X	
0003	X		X		X	X	X	X	
0004							X	X	

Business Auto Coverage Form - CA 00 01 07 97

Policy Amendment(s) Commercial Business Auto Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in boldface have special meaning. Refer to Section V - Definitions.

Section I - Covered Autos

Item Two of the Declarations shows the **autos** that are covered **autos** for each of your coverages. The following numerical symbols describe the **autos** that may be covered **autos**. The symbols entered next to a coverage on the Declarations designate the only **autos** that are covered **autos**.

A. Description of Covered Auto Designation Symbols


Symbol	Description of Covered Auto Designation Symbols
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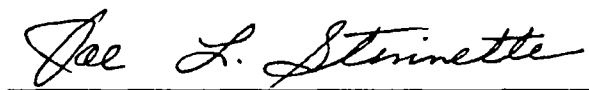
1. = ANY AUTO.
2. = OWNED AUTOS ONLY. Only those **autos** you own (and for Liability Coverage any **trailers** you don't own while attached to power units you own). This includes those **autos** you acquire ownership of after the policy begins.
3. = OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger **autos** you own. This includes those private passenger **autos** you acquire ownership of after the policy begins.
4. = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only

those **autos** you own that are not of the private passenger type (and for Liability Coverage any **trailers** you don't own while attached to power units you own). This includes those **autos** not of the private passenger type you acquire ownership of after the policy begins.

5. = OWNED AUTOS SUBJECT TO NO-FAULT. Only those **autos** you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those **autos** you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6. = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those **autos** you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those **autos** you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7. = SPECIFICALLY DESCRIBED AUTOS. Only those **autos** described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any **trailers** you don't own while attached to any power unit described in Item Three).
8. = HIRED AUTOS ONLY. Only those **autos** you lease, hire, rent or borrow. This does not include any **auto** you lease, hire, rent, or borrow from any of your **employees** or partners or members of their households.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

9. = **NONOWNED AUTOS ONLY.** Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After the Policy Begins

1. If symbols 1, 2, 3, 4, 5, or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for autos that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an auto you acquire will be a covered auto for that coverage only if:
 - a. We already cover all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered autos for Liability Coverage:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Mobile equipment while being carried or towed by a covered auto.
3. Any auto you do not own while used with the permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. Loss; or
- e. Destruction.

Section II - Liability Coverage

A. Coverage

We will pay all sums an insured legally must pay as damages because of **bodily injury or property damage** to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

We will also pay all sums an insured legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of covered autos. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury or property damage** to which this insurance applies that is caused by the same accident.

We have the right and duty to defend any insured against a suit asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend any insured against a suit seeking damages for **bodily injury or property damage** or a **covered pollution cost or expense** to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is an Insured

The following are insureds:

- a. You for any covered auto.
- b. Anyone else while using with your permission a covered auto you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered auto. This exception does not apply if the covered auto is a trailer connected to a covered auto you own.
 - (2) Your employee if the covered auto is owned by that employee or a member of his or her household.

(3) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **autos** unless that business is yours.

(4) Anyone other than your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their **employees**, while moving property to or from a covered **auto**.

(5) A partner (if you are a partnership), members (if you are a limited liability company) for a covered **auto** owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an **insured** described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the **insured**:

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any **suit** against the **insured** we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the **insured** at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the **insured** in any **suit** against the **insured** we defend.
- (6) All interest on the full amount of any judgment that accrues after

entry of the judgment in any **suit** against the **insured** we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-of-State Coverage Extensions

While a covered **auto** is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **insured**.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or

- b. That the **insured** would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification and Employer's Liability

Bodily injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing the duties related to the conduct of the **insured's** business; or
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the **insured** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to **bodily injury** to domestic employees not entitled to workers' compensation benefits or to liability assumed by the **insured** under an **insured contract**. For the purposes of the Coverage Form, a domestic **employee** is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

Bodily injury to any fellow **employee** of the **insured** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business.

6. Care, Custody or Control

Property damage to or covered **pollution cost** or **expense** involving property owned or transported by the **insured** or in the **insured's** care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

Bodily injury or **property damage** resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**; or
- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**.

8. Movement of Property by Mechanical Device

Bodily injury or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered **auto**.

9. Operations

Bodily injury or **property damage** arising out of the operations of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**.

10. Completed Operations

Bodily injury or **property damage** arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**.

Paragraphs b. and c. above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

12. War

Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered **auto** is being prepared for such a contest or activity.

C. Limit of Insurance

Regardless of the number of covered autos, insureds, premiums paid, claims made or vehicles involved in the accident, the most we will pay for the total of all damages and covered pollution cost or expense combined, resulting from any one accident is the Limit of Insurance for Liability Coverage shown in the Declarations.

All bodily injury, property damage and covered pollution cost or expense resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

Section III - Physical Damage Coverage

A. Coverage

1. We will pay for loss to a covered auto or its equipment under:

- a. Comprehensive Coverage

From any cause except:

- (1) The covered auto's collision with another object; or
 - (2) The covered auto's overturn.

- b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. Collision Coverage

Caused by:

- (1) The covered auto's collision with another object; or
 - (2) The covered auto's overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered auto, we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. Loss caused by hitting a bird or animal; and
 - c. Loss caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

4. Coverage Extension

We will also pay up to \$15 per day to a maximum of \$450 for temporary transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

B. Exclusions

1. We will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event

that contributes concurrently or in any sequence to the loss.

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss to any covered **auto** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for loss to any covered **auto** while that covered **auto** is being prepared for such a contest or activity.

3. We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for loss to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar

or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered **auto** at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the covered **auto** at the time of the loss, and such equipment is designed to be solely operated by use of the power from the **auto's** electrical system, in or upon the covered **auto**; or

b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system; or
- (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered **auto** normally used by the manufacturer for installation of a radio.

C. Limit of Insurance

The most we will pay for loss in any one accident is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the loss; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. Deductible

For each covered **auto**, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

Section IV - Business Auto Conditions

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of accident, claim, suit or loss, you must give us or our authorized representative prompt notice of the accident or loss. Include:
 - (1) How, when and where the accident or loss occurred;
 - (2) The insured's name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved insured must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the insured's own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or suit.
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit.
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a loss to a covered auto or its equipment you must also do the following:

- (1) Promptly notify the police if the covered auto or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered auto from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered auto and records proving the loss before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the insured has an obligation

to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the **insured's** liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the **auto** from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or loss to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other **insured**, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered **auto**;
- c. Your interest in the covered **auto**; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered **auto** you own, this Coverage Form provides primary insurance. For any covered **auto** you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered **auto** which is a **trailer** is connected to another vehicle, the Liability Coverage this Coverage Form provides for the **trailer** is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered **auto** you own.

- b. For Hired Auto Physical Damage Coverage, any covered **auto** you lease, hire rent or borrow is deemed to be a covered **auto** you own. However, any **auto** that is leased, hired, rented or borrowed with a driver is not a covered **auto**.

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an **insured contract**.

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover accidents and losses occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover loss to, or accidents involving, a covered auto while being transported between any of these places.

8. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage

Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

Section V - Definitions

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.
- B. **Auto** means land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include **mobile equipment**.
- C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. **Covered pollution cost or expense** means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or suit by or on behalf of a governmental authority demanding

that the insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered auto;
 - (2) Otherwise in the course of transit by or on behalf of the insured;
 - (3) Being stored, disposed of, treated or processed in or upon the covered auto; or
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the insured for movement into or onto the covered auto; or

- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of **mobile equipment**.

Paragraphs b. and c. above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

E. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

F. **Insured** means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or suit is brought.

G. **Insured contract** means:

1. A lease of premises;
2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **bodily injury or property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your employees to pay for **property damage** to any **auto** rented or leased by you or any of your employees.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for **bodily injury or property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an **auto** to you or any of your employees, if the **auto** is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

H. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties

related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

I. **Loss** means direct and accidental loss or damage.

J. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

K. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

L. **Property damage** means damage to or loss of use of tangible property.

M. **Suit** means a civil proceeding in which:

1. Damages because of **bodily injury** or **property damage**; or

2. A **covered pollution cost or expense**,

to which this insurance applies, are alleged.

Suit includes:

a. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** submits with our consent.

N. **Temporary worker** means a person who is furnished to you for a finite time period to support or supplement your workforce in special work situations such as **employee absences**, temporary skill shortages and seasonal workloads.

O. **Trailer** includes semitrailer.

Michigan Uninsured Motorists Coverage - CA 21 31 12 97

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers' Coverage Form

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Insured: DECKER MFG CORP

Policy Number: S 70 MXX 80726177

Producer: WILLIS CORROON OF WESTERN MICH

Effective Date: 01-01-99

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers' Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Limit of Insurance

S Each Accident


(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

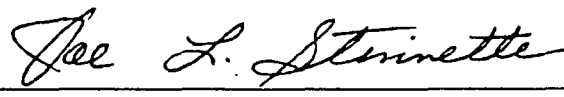
A. Coverage

1. We will pay all sums the insured is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the insured caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**.

2. With respect to damages resulting from an **accident** with a vehicle described in Paragraph b. of the definition of **uninsured motor vehicle**, we will pay under this coverage only if a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

b. A tentative settlement has been made between an insured and the insurer of a vehicle described in Paragraph b. of the definition of **uninsured motor vehicle** and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Who Is an Insured

1. You.

2. If you are an individual, any **family member**.

3. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

4. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another insured.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of **uninsured motor vehicle**, in accordance with the procedure described in Paragraph A.2.b.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. **Bodily injury** sustained by:

a. You or while **occupying** or when struck by any vehicle owned by you that is not a covered **auto** for Uninsured Motorists Coverage under this Coverage Form;

b. Any **family member** while **occupying** or when struck by any vehicle owned by that **family member** that is not a covered **auto** for Uninsured Motorists Coverage under this Coverage Form; or

c. Any **family member** while **occupying** or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit of Insurance

1. Regardless of the number of covered autos, insureds, premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the **LIMIT OF INSURANCE** for **UNINSURED MOTORISTS COVERAGE** shown in the schedule or declarations.

2. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Liability Coverage Form, or any Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation, disability benefits or similar law.

E. Changes in Conditions

The **CONDITIONS** are changed for **UNINSURED MOTORISTS COVERAGE** as follows:

1. **OTHER INSURANCE** in the Business Auto and Garage Coverage Forms and **OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS** in the

Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of **uninsured motor vehicle** must also promptly notify us in writing of a

tentative settlement between the **insured** and the insurer and allow us to advance payment to that **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment and the **insured** recovers from another party, the **insured** shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an **accident** with a vehicle described in Paragraph b. of the definition of **uninsured motor vehicle** if we:

- a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of a vehicle described in Paragraph b. of the definition of **uninsured motor vehicle**; and
- b. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.

4. The following Condition is added:

Arbitration

- a. If we and an **insured** disagree whether the **insured** is legally entitled to recover damages from the owner or driver of an **uninsured motor vehicle** or do not agree as to the amount of damages that are recoverable by that **insured**, then the matter may be arbitrated. However, disputes

concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. **Family member** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. **Occupying** means in, upon, getting in, on, out or off.
3. **Uninsured motor vehicle** means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged;

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged but that sum is less than the Limit of Insurance of this coverage;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**. If there is no physical contact with the hit-and-run vehicle, the facts of the **accident** must be corroborated by competent evidence, other than the testimony of any person having a claim under this or any similar insurance as the result of such **accident**.

However, **uninsured motor vehicle** does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

Countersigned by _____

(Authorized Representative)

Michigan Personal Injury Protection - CA 22 20 02 98

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers' Coverage Form

Insured: DECKER MFG CORP

Policy Number: S 70 MXX 80726177

Producer: WILLIS CORROON OF WESTERN MICH

Effective Date: 01-01-99

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

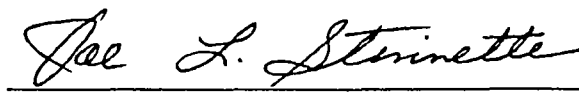
Coverages	Limit of Insurance
Medical Expenses	No specific dollar amount
Accommodation Expenses	Up to \$50,000* per person for home modification expenses Up to \$50,000* per person for special motor vehicle or motor vehicle modification expenses, incurred once every 7 years
Funeral Expenses	Up to \$1,750 per person
Work Loss	Up to \$3,545* for any 30 day period
Replacement Services	\$20 per day maximum
Survivors Loss Benefits consisting of Income Loss Benefits and Replacement Services	Up to \$3,545* for any 30 day period subject to a \$20 per day maximum for Replacement Services

*Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

A. Coverage

We will pay personal injury protection benefits to or for an **insured** who sustains **bodily injury** caused by an **accident** and resulting from the ownership, maintenance or use of an **auto** as an **auto**. These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical and Accommodation Expenses

Reasonable and necessary medical and accommodation expenses for an **insured's** care, recovery, or vocational rehabilitation. Expenses for psychological services will be limited to a time period not to exceed 26 weeks. Psychological services may be extended one additional time period not to exceed 26 weeks. However, the 26 and 52 week period may be extended if it is reasonably likely that treatment of a longer duration may produce significant measurable improvement in the **insured's** psychological status. Expenses for vocational rehabilitation services will be limited to a time period not to exceed 52 weeks. Vocational rehabilitation services may be extended for one additional time period not to exceed 52 weeks if the services are reasonably likely to produce significant vocational rehabilitation, and shall cease once the **insured** has acquired employment skills. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

Accommodation expenses consist of home modification and special motor vehicle or motor vehicle modification expenses, as follows:

a. Home Modification

Expenses for home modification accommodations that are functionally necessary to meet the **insured's** treatment, vocational rehabilitation, maintenance and daily living needs.

b. Special Motor Vehicle or Motor Vehicle Modification

Expenses for special motor vehicle or motor vehicle modification that are

functionally necessary for the vehicular mobility of the insured. These expenses are limited to:

- (1) Necessary modifications to an existing motor vehicle; or
- (2) If a special motor vehicle is required, the costs of the special motor vehicle and the functionally necessary modifications to it.

Special motor vehicle and motor vehicle modification expenses shall not be incurred more than once every 7 years.

2. Funeral Expenses

Reasonable funeral and burial expense.

3. Work Loss

Up to 85% of an **insured's** actual loss of income from work. We will pay a higher percentage if the **insured** gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an **insured** earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an **insured** dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an **insured** would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an **insured** dies.

5. Survivors loss benefits consisting of:

a. Income Loss

The contributions a deceased **insured's** spouse and dependents would have received, as dependents, if the **insured** had not died as a result of the accident.

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased **insured** would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an **insured** earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the **accident**, but do not apply to any loss or expense incurred after an **insured** dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the 3 years after the **accident**. A deceased **insured's** spouse must have either resided with or been dependent on the **insured** at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the **insured's** death, the person is under age 18, physically or mentally unable to earn a living or a full time student.

B. Who Is an Insured

1. You or any **family member**.
2. Anyone else who sustains **bodily injury**:
 - a. While **occupying** a covered **auto**, or
 - b. As the result of an **accident** involving any other **auto** operated by you or a **family member** if that **auto** is a covered **auto** under the policy's Liability Coverage, or
 - c. While not **occupying** any **auto** as a result of an **accident** involving a covered **auto**.

C. Exclusions

We will not pay personal injury protection benefits for **bodily injury**:

1. To anyone causing intentional **bodily injury** to himself, herself or anyone else.

2. To anyone using an **auto** he or she has taken unlawfully, unless that person reasonably believed he or she was entitled to use the **auto**.
3. To anyone not **occupying** an **auto**, if the **accident** takes place outside Michigan. This exclusion does not apply to you or any **family member**.
4. To you while **occupying** or struck by any **auto** owned or registered by you which is not a covered **auto**.
5. To the owner or registrant of an **auto** for which the coverage required by the Michigan no-fault law is not in effect.
6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone **occupying** a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a **family member** under another policy. This exclusion does not apply to you or any **family member** or anyone **occupying** a motorcycle.
8. To anyone while **occupying** or struck by an **auto** (other than a covered **auto**) operated by you or a **family member** if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any **family member**.
9. To anyone while **occupying** an **auto** located for use as a residence or premises.
10. To anyone while **occupying** a public **auto** (other than a covered **auto**) for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to **bodily injury** to you or a **family member** while a passenger in a:
 - a. School bus;
 - b. Certified common carrier;
 - c. Bus operated under a government sponsored transportation program;
 - d. Bus operated by or servicing a non-profit organization;

e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or

f. Taxicab.

11. To you or any **family member** while **occupying** an **auto** which is owned or registered by your or any **family member's** employer and for which the required Michigan no-fault coverage is in effect.

12. To anyone while **occupying** an **auto** for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a **family member** outside Michigan. This exclusion does not apply to you or a **family member**; nor does it apply under medical, accommodation or funeral expense benefits.

13. To any person resulting from the ownership, operation, maintenance or use of a parked **auto**. This exclusion does not apply if:

a. The **auto** was parked in such a way as to cause unreasonable risk of the **bodily injury**, or

b. The **bodily injury** results from physical contact with:

(1) Equipment permanently mounted on the **auto** while the equipment is being used, or

(2) Property being lifted onto or lowered from the **auto**, or

c. The **bodily injury** is sustained while **occupying** the **auto**.

However, exceptions b. and c. to this exclusion do not apply to any **employee** who has Michigan workers' disability compensation benefits available and who sustains **bodily injury** in the course of employment while loading, unloading, or doing mechanical work on an **auto**, unless the injury arises from the use or operation of another vehicle.

14. To you or any **family member** while **occupying** a motorcycle if the owner, registrant or

operator of the **auto** involved in the **accident** has the required Michigan no-fault coverage.

D. Limit of Insurance

1. Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made, vehicles involved in the **accident** or insurers providing no-fault benefits, the most we will pay for **bodily injury** for each **insured** injured in any one **accident** are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

a. The benefits serve the same purpose as Personal Injury Protection benefits; and

b. The benefits are provided or required to be provided as the result of the same **accident** for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the **insured**.

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any **family member**.

E. Changes in Conditions

The conditions are changed for Personal Injury Protection as follows:

1. The **Transfer of Rights of Recovery Against Others to Us** Condition is replaced as follows:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an **uninsured motorist**, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is amended by the addition of the following:

If requested by us, the **insured** shall furnish a sworn statement of earnings since the **accident** and for a reasonable time prior to the **accident**.

3. **Legal Action Against Us** is amended by the addition of the following:

No claimant may bring a legal action for personal injury protection benefits against us more than a year after the **accident**. There are two exceptions. The action may be brought if we have been given notice within a year after the **accident** or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent payment. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. The following conditions are added:

Reimbursement and Trust

If we make any payment and the **insured** recovers from another party, the **insured** shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Coordination and Non-Duplication

- a. If an **insured** is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

F. Additional Definitions

As used in this endorsement:

1. **Auto** means a motor vehicle or trailer that is required to be registered for use on a public highway in Michigan and operated or designed for use on a public highway. However, **auto** does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle or moped, a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code, or an off-road recreational vehicle as defined in Section 257.1601 of Michigan Vehicle Code.
2. **Family member** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. **Occupying** means in, upon, getting in, on, out or off.

Michigan Broadened Collision Coverage - CA 22 22 03 94

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers Coverage Form

Insured

Policy Number

Producer

Effective Date

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Deductible \$

Designation or Description of Covered Autos.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

Collision Coverage for a covered auto designated or described in this endorsement is changed as follows:

A. The deductible amount applicable under Collision Coverage does not apply to loss to the covered auto, except while parked in such a way as not to cause unreasonable risk of the damage which occurred, caused by collision provided:

1. The operator of the covered auto was not more than 50% the cause of the accident from which the damage arose;
2. If there is no physical contact with another motor vehicle involved in the accident, you offer reasonable evidence that the operator of the covered auto was not more than 50% the cause of the accident.

If the covered auto was damaged while parked in such a way as not to cause unreasonable risk of the damage which occurred, the deductible amount does not apply when we pay for any damage which is not recovered under Michigan Property Protection Coverage.

- B. For the purpose of this coverage, you and we will agree whether the operator of the covered auto was more than 50% the cause of the accident and the amount of the loss. If you and we do not agree, either may demand in writing that the matter on which you and we do not agree be settled by arbitration.
- C. For this coverage, the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is subject to any limitations contained in Chapter 31 of the Michigan Insurance Code.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Michigan Property Protection Coverage - CA 22 24 09 94

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers Coverage Form

Insured

Policy Number

Producer

Effective Date

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Deductible \$

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

A. Coverage


We will pay for property damage caused by an accident and resulting from the ownership, maintenance or use of a covered auto as an auto. A covered auto under this coverage includes an auto operated by, but not owned by, you or any family member to which the LIABILITY COVERAGE of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an accident which happens in Michigan.

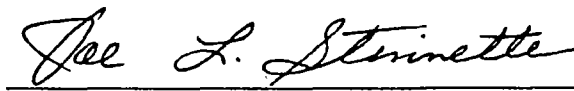
B. Exclusions

This insurance does not apply to:

1. Property damage to property owned by you or any family member if you or any family member was the owner, operator or registrant of an auto involved in the accident which caused the property damage.
2. Property damage to any covered auto or its contents.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

3. **Property damage** to any **auto** which is not a covered **auto** or to its contents. However, this exclusion does not apply to the **auto** or its contents if the **auto** was parked in such a way as not to cause unreasonable risk of the **property damage**.
4. **Property damage** to the property of anyone while using a covered **auto** without your consent, unless that person reasonably believed he or she was entitled to use the **auto**.
5. **Property damage** caused intentionally by any claimant.
6. **Property damage** to any property while a covered **auto** is located for use as a residence or premises.
7. **Property damage** to property as a result of an accident involving an **auto** not owned by you or any family member. This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. **Property damage** to any property you accept for transportation as a motor carrier as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. **Property damage** to property that occurs within the course of the business of repairing, servicing, or otherwise maintaining motor vehicles.

C. Limit of Insurance

1. Regardless of the number of covered autos, premiums paid, claims made, vehicles involved in the accident or insurers providing property protection insurance, the most we will pay for all **property damage** resulting from any one accident is \$1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.

2. Any amount we would otherwise pay for **property damage** will be reduced by any deductible shown in the Declarations prior to the application of our LIMIT OF INSURANCE. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. Changes in Conditions

The CONDITIONS are changed for PROPERTY PROTECTION COVERAGE as follow:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. LEGAL ACTION AGAINST US is amended by the addition of the following:

No action to recover property protection insurance may be brought against us more than a year after the accident.

3. The following CONDITIONS are added:

Reimbursement and Trust

If we make any payment to a claimant who recovers from a party legally responsible for **property damage**, the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Non-Duplication

We will not pay duplicate benefits for the same expenses or loss.

Claimants Notice to Us

A claimant must promptly notify us of an accident and must tell us how, when and where the accident happened.

E. Additional Definitions

As used in this endorsement:

1. **Auto** means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three

2. **Family member** means a person related to you by blood, marriage or adoption who is a

3. **Occupying** means in, upon, getting in, on, out or off.

4. **Property damage** means damage to tangible property including the loss of use of such tangible property.

Explanation of Premium Basis - CA 70 03 01 87

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form

When used as a premium basis:

A. Cost of Hire

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

B. For Public Autos

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.

2. Advertising Revenue.

3. Taxes which you collect as a separate item and remit directly to a governmental division.

4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

C. For Rental or Leasing Concerns

Gross receipts means the total amount to which you are entitled for the leasing or rental of autos during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the autos you leased or rented to others during the policy period.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



President

Who is an Insured Amended - CA 70 07 01 87

Policy Amendment Commercial Business Auto Coverage Form

Under SECTION II - LIABILITY COVERAGE, A. COVERAGE, Item 1. is amended to read:

1. Who is an Insured

The following are insureds:

a. You for any covered auto.

b. Anyone else while using with your permission a covered auto you own, hire or borrow except:

(1) The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.

(2) Someone using a covered auto while he or she is working in a business of selling,

servicing, repairing, or parking autos unless that business is yours.

(3) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

(4) A partner of yours for a covered auto owned by him or her or a member of his or her household.

c. Anyone, liable for the conduct of an insured described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Joe L. Sterinette

President

Michigan Property Damage Liability Coverage Buyback - CA 99 41 05 96

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form

Motor Carrier Coverage Form - Truckers Coverage Form

Insured: DECKER MFG CORP

Policy Number: S 70 MXX 80726177

Producer: WILLIS CORROON OF WESTERN MICH

Effective Date: 01-01-99

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Designation or Description of Covered Autos

Premiums

S

Total Premium S

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

LIABILITY COVERAGE is changed as follows:

For a covered auto designated or described in the Schedule we will:

pay as damages because of property damage to a motor vehicle caused by an accident which occurs in Michigan.

1. Pay any amount up to \$500 the insured legally must

2. Pay only to the extent that there is no other insurance available for the damages.

Countersigned by

(Authorized Representative)

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

GENERAL LIABILITY

General Liability GL



01148A CIZ 05 EECG.O152.A17B001

01148A

01148A CIZ 05 EECG.O152.A17B001

POLICY NUMBER S 70 DXX 80751582

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

GENERAL LIABILITY DECLARATIONS

Insurance is provided only for those Coverages, Limits of Liability and Endorsements shown below.

Coverages	Limits of Liability
COMMERCIAL GENERAL LIABILITY COVERAGE PART	
GENERAL AGGREGATE LIMIT (Other Than Products - Completed Operations)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	ANY ONE PREMISES \$100,000
MEDICAL EXPENSE LIMIT	ANY ONE PERSON \$5,000

The audit period shall be ANNUAL

GENERAL LIABILITY ENDORSEMENT(S)

EMPLOYMENT - RELATED PRACTICES EXCLUSION (CG 21 47 07 98)

MULTICOVER (CG 71 58 06 99)

AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE (CG 00 57 09 99)

SUPPLEMENTARY STATE ENDORSEMENT(S)

MICHIGAN

MICHIGAN CHANGES (CG 01 68 10 92)

MICHIGAN AMENDMENT TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM AND MULTICOVER - (CG 71 69 12 96)

POLICY NUMBER S 70 DXX 80751582

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

EMPLOYEE BENEFITS ADMINISTRATION
ERRORS AND OMISSIONS INSURANCE
EB7000 1297

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF
COVERAGE FORM EB 70 00.

DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF
INSURANCE ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

LIMITS OF INSURANCE

EACH EMPLOYEE LIMIT	\$ 1,000,000
AGGREGATE LIMIT	\$ 2,000,000

POLICY NUMBER S 70 DXX 80751582

NAMED INSURED
DECKER MFG CORP

RATING PERIOD 01-01-00 TO 01-01-01

GENERAL LIABILITY SCHEDULE

Premise 01					
Location 001	703 N. CLARK STREET				
	ALBION	MI 49224	CALHOUN	(CNTY)	
Premise 02					
Location 002	1301 BARNES				
	ALBION	MI 49224	CALHOUN	(CNTY)	
Premise 03					
Location 003	LOT 26, SUPERVISOR'S PLAT				
	ALBION	MI 49224	CALHOUN	(CNTY)	
Premise 04					
Location 004	LOT 28, SUPERVISOR'S PLAT				
	ALBION	MI 49224	CALHOUN	(CNTY)	

Classification(s)	Bases of Premium	Exposure	Rate
Premise 01			
Premises/Operations			
INDUSTRIAL MACH PARTS/EQUIP - METAL	GROSS SALES	24,000,000	.1011
Products/Completed Operations			
INDUSTRIAL MACH PARTS/EQUIP - METAL	GROSS SALES	24,000,000	.2734
Premise 02			
Premises/Operations			
DWELLINGS-ONE FAM.(LESSOR'S RISK)	EACH	1	42.4463
incl Products/Completed Operations			
Premise 03			
Premises/Operations			
VACANT LAND - FOR PROFIT	ACRES	20	1.4800
incl Products/Completed Operations			
Premise 04			
Premises/Operations			
DWELLINGS-ONE FAM.(LESSOR'S RISK)	EACH	1	42.4463
incl Products/Completed Operations			
MULTICOVER			250

Commercial General Liability Coverage Form - CG 00 01 07 98

Policy Amendment(s) Commercial General Liability

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words you and your refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words we, us and our refer to the company providing this insurance.

The word insured means any person or organization qualifying as such under Section II - Who Is an Insured.

Other words and phrases that appear in bold face have special meaning. Refer to Section V - Definitions.

Section I - Coverages

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury or property damage** to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for **bodily injury or property damage** to which this insurance does not apply. We may at our discretion investigate any occurrence and settle any claim or suit that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of

insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) The **bodily injury** or **property damage** occurs during the policy period.

- c. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This insurance does not apply to:


a. Expected or Intended Injury

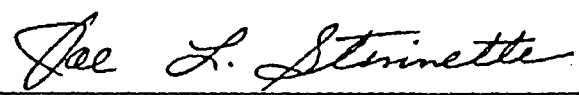
Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury or property damage**, provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

Bodily injury or property damage for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

Bodily injury to:

- (1) An **employee** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. **Pollution**

- (1) **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii) **Bodily injury or property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site

or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or

to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

However, this paragraph does not apply to liability for damages because of property damage that the insured would have in the absence of such request,

demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

g. Aircraft, Auto or watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an auto on, or on the ways next to, premises you own or rent, provided the auto is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any insured contract for the ownership, maintenance or use of aircraft or watercraft; or
- (5) Bodily injury or property damage arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of mobile equipment.

h. Mobile Equipment

Bodily injury or property damage arising out of:

- (1) The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured; or
- (2) The use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

Bodily injury or property damage due to war, whether or not declared, or any act or

condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

Property damage to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the property damage arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

k. Damage to Your Product

Property damage to your product arising out of it or any part of it.

1. **Damage to Your Work**

Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage to Impaired Property or Property Not Physically Injured**

Property damage to impaired property or property that has not been physically injured arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in your product or your work; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) Your product;
- (2) Your work; or
- (3) Impaired property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. **Personal and Advertising Injury**

Bodily injury arising out of personal and advertising injury.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

Coverage B. Personal and Advertising Injury Liability

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of personal and advertising injury to which this insurance part applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for personal and advertising injury to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or suit that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to personal and advertising injury caused by an offense arising out of your business but only if the offense was committed in the coverage territory during the policy period

2. **Exclusions**

This insurance does not apply to:

a. **Personal and advertising injury:**

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and

would inflict personal and advertising injury;

- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your advertisement;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement;
- (8) Arising out of the wrong description of the price of goods, products or services stated in your advertisement;
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of personal and advertising injury under the Definitions Section; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Coverage C. Medical Payments

1. Insuring Agreement

a. We will pay medical expenses as described below for bodily injury caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the coverage territory and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for bodily injury;

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the bodily injury are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the products-completed operations hazard.
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

Supplementary Payments - Coverages A and B

1. We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the suit.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a suit and an indemnitee of the insured is also named as a party to the suit, we will defend that indemnitee if all of the following conditions are met:
 - a. The suit against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an insured contract;
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same insured contract;
 - d. The allegations in the suit and the information we know about the occurrence are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such suit and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the suit;
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the suit;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the suit; and
 - (b) Conduct and control the defense of the indemnitee in such suit.

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for bodily injury and property damage and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

Section II - Who Is an Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your

business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you while performing duties related to the conduct of your business. However, none of these employees is an insured for:

(1) Bodily injury or personal and advertising injury:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) Property damage to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your employee), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to mobile equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. Bodily injury to a co-employee of the person driving the equipment; or
- b. Property damage to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to bodily injury or property damage that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to personal and advertising injury arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Section III - Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or suits brought; or
- c. Persons or organizations making claims or bringing suits.
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of bodily injury and property damage included in the products-completed operations hazard.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all personal and advertising injury sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all bodily injury and property damage arising out of any one occurrence.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of property damage to any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Commercial General Liability Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an occurrence or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the occurrence or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the occurrence or offense.

b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not

payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work;
- (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you or temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury and Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising

out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or suit is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured

shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Section V - Definitions

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.

3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **Coverage territory** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above or in a settlement we agree to.

5. **Employee** includes a leased worker. Employee does not include a temporary worker.

6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

8. **Impaired property** means tangible property, other than your product or your work, that cannot be used or is less useful because:

a. It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of your product or your work; or

b. Your fulfilling the terms of the contract or agreement.

9. **Insured contract** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or

property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. Leased worker does not include a temporary worker.

11. **Loading or unloading** means the handling of property;

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or auto;

b. While it is in or on an aircraft, watercraft or auto; or

- c. While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.

12. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. Personal and advertising injury means injury, including consequential bodily injury, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your advertisement; or
- g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

15. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. Products-completed operations hazard:

- a. Includes all bodily injury and property damage occurring away from premises you own or

rent and arising out of your product or your work except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include bodily injury or property damage arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All

such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 18. Suit** means a civil proceeding in which damages because of bodily injury, property damage or personal and advertising injury to which this insurance applies are alleged. Suit includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
- 20. Your product** means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- b. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

21. Your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
- b. The providing of or failure to provide warnings or instructions.

Amendment of Insuring Agreement Known Injury or Damage CG 00 57 09 99

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part (Occurrence Version)

Paragraph 1. Insuring Agreement of Section I Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury or property damage** to which this insurance applies. We have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for **bodily injury or property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or suit that may result. But:

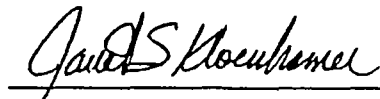
- (1) The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

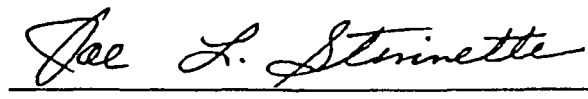
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to **bodily injury and property damage** only if:

- (1) The **bodily injury or property damage** is caused by an **occurrence** that takes place in the coverage territory;
 - (2) The **bodily injury or property damage** occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section 11 - **Who is an Insured** and no employee authorized by you to give or receive notice of an **occurrence or claim**, knew that the **bodily injury or property damage** had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the **bodily injury or property damage** occurred, then any continuation, change or resumption of such **bodily injury or property damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily injury or property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section 11 - **Who is An Insured** or any employee authorized by you to give or receive notice of an **occurrence or claim**, includes any continuation, change or resumption of that **bodily injury or property damage** after the end of the policy period.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

d. Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section 11 - Who is An Insured or any employee authorized by you to give or receive notice of an occurrence or claim:

(1) Reports all, or any part, of the bodily injury or property damage to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or

(3) Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

e. Damages because of bodily injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury.

Michigan Changes - CG 01 68 10 92
Policy Amendment General Liability

- A. The paragraph relating to pre-judgment interest in **Supplementary Payments** (Section I) is replaced by the following:

Pre-judgment interest awarded against the insured on that part of the judgment we pay.

- B. With respect to the **DUTIES Condition** (Section IV):

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of paragraph 2.b. is deleted.
3. The reference to paragraph d. is amended to read paragraph e.
4. The following is added:
- d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Employment - Related Practices Exclusion - CG 21 47 07 98

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

Bodily injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

This insurance does not apply to:

Personal and advertising injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of personal and advertising injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

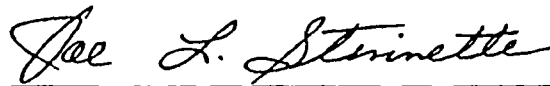
This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

MultiCover - CG 71 58 06 99

Policy Amendment(s) Commercial General Liability Coverage Form

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

Unless Personal and Advertising Injury is excluded from this policy:

A. SECTION V - DEFINITIONS, 14. Personal and Advertising Injury is amended to include:

h. Discrimination.

B. SECTION V - DEFINITIONS, is amended to include:

22. Discrimination means the unlawful treatment of individuals based on race, color, religion, gender, age, or national origin.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, a. Personal and advertising injury is amended to include :

(11) Arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

(12) Arising out of discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sublease or of any dwelling, permanent lodging, or premises by or at the direction of any insured; or

(13) Arising out of discrimination, if insurance thereof is prohibited by law; or

(14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of discrimination.

2. Blanket Additional Insured

SECTION II - WHO IS AN INSURED, item 2. is amended to include:

e. Any person or organization that you are required by a written insured contract to include as an insured, subject to all the following provisions;

(1) Coverage is limited to their liability arising out of:

(a) the ownership, maintenance, or use of that part of the premises, or land owned by, rented to, or leased to you; or

(b) your ongoing operations performed for that insured; or

(c) that insured's financial control of you; or

(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

(e) a state or political subdivision permit issued to you.

(2) Coverage does not apply to any occurrence or offense:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- (a) which took place before the execution of, or subsequent to the completion or expiration of, the written insured contract, or
 - (b) which takes place after you cease to be a tenant in that premises.
- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, or Personal and Advertising Injury** arising out of the rendering of the failure to render any professional services by or for you including:
- (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the **Products-Completed Operations Hazard** is excluded from this policy, **SECTION II - WHO IS AN INSURED** item 2. is amended to include:

- f. Any vendor but only with respect to **Bodily Injury or Property Damage** arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1. The insurance afforded the vendor does not apply to:
 - a. **Bodily Injury or Property Damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the

absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. Blanket Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. is replaced with:

8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. **Broadened Named Insured**

SECTION II - WHO IS AN INSURED, item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:
 - (a) you have the responsibility of placing insurance for each such entity; and
 - (b) coverage for the entity is not otherwise more specifically provided; and
 - (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;
- (b) Coverage A does not apply to bodily injury or property damage that occurred before you acquired or formed the organization;
- (c) Coverage B does not apply to personal and advertising injury arising out of an

offense committed before you acquired or formed the organization.

6. **Medical Payments**

Unless **COVERAGE C MEDICAL PAYMENTS** is excluded from this policy:

A. **SECTION I - COVERAGES, COVERAGE C.**, item 2.f is replaced with:

- f. Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services.

B. **SECTION I - COVERAGES, COVERAGE C.** is amended to include:

3. **Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

COVERAGE C MEDICAL PAYMENTS is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. **Fire, Explosion and Sprinkler Leakage Coverage**

A. **SECTION I - COVERAGES, COVERAGE A**, item 2., the last paragraph is replaced with:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

B. **SECTION III - LIMITS OF INSURANCE**, item 6. is replaced with:

6. Subject to 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Coverage A for damages because of property damage to any one premises, while rented to you,

or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner.

The Damage To Premises Rented to You Limit provided by this policy shall be the greater of:

1. \$1,000,000, or
2. The amount shown in the declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, items 4.b.(1)(b) and (c) are replaced with:

- (b) That is Fire, Explosion, Sprinkler Leakage or lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. **SECTION V - DEFINITIONS**, item 9.a. is replaced with:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an insured contract.

8. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A, item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and

- (b) Not being used for public transportation or as a common carrier;

9. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A, item 2.g.(6) is added:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

10. **Coverage Territory Broadened**

SECTION V - DEFINITIONS, item 4.a. is replaced with:

- (a) The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands and the British Virgin Islands;

11. **Broadened Personal and Advertising Injury**

Unless Personal and Advertising Injury is excluded from this policy:

A. **SECTION V - DEFINITIONS**, items 14. b., d., and e. are replaced by:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

B. **SECTION I - COVERAGES, COVERAGE B**, item 2.a.(2) and (3) are replaced with:

- (2) Arising out of oral, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

12. Broadened Personal and Advertising Injury

Unless **COVERAGE B. PERSONAL AND ADVERTISING INJURY** is excluded from this policy, **SECTION I - COVERAGES, COVERAGE B.** item 2.a.5 is deleted in its entirety.

13. Fellow Employees Coverage

SECTION II - WHO IS AN INSURED, item 2.a.(1) is amended as follows:

(1) Personal and Advertising Injury

Items 2.a.(1)(a), (b), (c), and (d) are unchanged.

14. Mental Anguish Is Included in Bodily Injury

SECTION V - DEFINITIONS, item 3. is replaced with:

3. Bodily Injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. is amended to include:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. Supplementary Payments, Increased Limits

SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b., and 1.d. are replaced with:

1. b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to \$500 a day because of time off work.

17. Per Location General Aggregate

- A. **SECTION III - LIMITS OF INSURANCE**, item 2. is amended to include:

The General Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

- B. **SECTION V - DEFINITIONS**, is amended to include:

23. Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

18. Amended Duties in the Event of an occurrence, Offense, Claim or Suit

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a and b. are replaced with:

- a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim or suit by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
- (1) How, when and where the occurrence of offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of an occurrence, offense, claim, or suit.

19. Cancellation Condition

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include:

10. Cancellation

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 120 days prior to the effective date of cancellation.

20. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include:

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.



Notice To Policyholders - 386052 06 99

Named Insured: DECKER MFG CORP

Policy Number: S 70 DXX 80751582

BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE 1998 GENERAL LIABILITY MULTISTATE FORMS REVISION

This notice is to inform you of the significant broadenings, restrictions, and clarifications of coverage that were made in the policy forms and endorsements noted below. However, this notice does not reference every editorial change that has been made in the ISO 1998 General Liability forms and endorsements.

Your policy will not include all of the forms or endorsements referenced below, so please read your policy and its endorsements carefully to determine which applies to your particular policy.

PERSONAL AND ADVERTISING INJURY

Personal and Advertising Injury has been listed separately because the changes in the Personal and Advertising Injury in these coverage forms result in broadening in coverage in certain respects and may, in certain states, result in a restriction in coverage in other respects

CG 00 01 07 98 - Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 07 98 - Commercial General Liability Coverage Form (Claims-Made Version)

- We have provided coverage for infringement of trade dress while deleting the terms **style of doing business** and **title**.
- The current **willful violation of a penal statute** exclusion has been replaced with a **criminal acts** exclusion.
- The change from the undefined term **advertising activities** to a defined term **advertisement** is intended to strengthen the necessary causal connection between the covered offenses and the insured's advertisement.
- The addition of an intentional injury exclusion in Coverage B clarifies the intent of the coverage as supported by the general principle of insurance which requires **fortuity** for coverage to apply.

Coverage B Personal and Advertising Injury has been broadened by including consequential **bodily injury**, while Coverage A Bodily Injury and Property Damage Liability has been reduced by adding a complementary exclusion to avoid duplicate coverage. Overall, these two changes create no change in coverage.

BROADENINGS OF COVERAGE - COVERAGE FORMS

CG 00 01 - Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 - Commercial General Liability Coverage Form (Claims-Made Version)

CG 00 09 - Owners and Contractors Protective Liability Coverage Form

The pollution exclusion in these coverage forms is being revised to provide an exception applicable to the named insured for liability arising out of a release of pollutants at certain premises, sites, or locations which are or were at

any time, owned or occupied by, or rented or loaned to, an additional insured for which the named insured is performing operations as a contractor under certain circumstances.

The pollution exclusion in these coverage forms is also being revised to provide an exception for bodily injury or property damage sustained within a building and caused by the release of gases, fume, or vapors from materials brought into that building in connection with operations as a contractor being performed by or on behalf of any insured.

CG 00 01 - Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 - Commercial General Liability Coverage Form (Claims-Made Version)

Several revisions have been made to these coverage forms to provide additional coverage for damage to premises rented or loaned to the named insured on a short-term basis.

CLARIFICATION IN COVERAGE AND OTHER EDITORIAL REVISIONS - COVERAGE FORMS

All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. The latter category of revisions to each individual coverage form are described below:

CG 00 01 - Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 - Commercial General Liability Coverage Form (Claims-Made Version)

CG 00 09 - Owners and Contractors Protective Liability Coverage Form

These policies have been clarified with respect to third-party property damage claims by indicating that paragraph (2) of the pollution exclusion does not nullify coverage for property damage not excluded by paragraph (1) of the exclusion.

CG 00 01 - Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 - Commercial General Liability Coverage Form (Claims-Made Version)

Paragraph 4.b.2 has been added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions to make an insured's own CGL coverage excess insurance over the insurance provided by any other primary insurance policy which covers that insured as an additional insured. This change currently exists via a mandatory endorsement (CG 00 55 and CG 00 56), and is now being incorporated directly into the CGL policies.

CG 00 01 - Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 - Commercial General Liability Coverage Form (Claims-Made Version)

CG 00 09 - Owners and Contractors Protective Liability Coverage Form

CG 00 37 - Products/Completed Operations Liability Coverage Form (Occurrence Version)

CG 00 38 - Products/Completed Operations Liability Coverage Form (Claims-Made Version)

Editorial changes have been made to these policies by separately labeling and including appropriate lettering/numbering for each of the two Supplementary Payments provisions.



Notice to Policyholders - 386067 09 99

Named Insured: DECKER MFG CORP

Policy Number: S 70 DXX 80751582

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

This notice has been prepared in conjunction with the implementation of changes to your policy. This notice provides information concerning your insurance coverage under the Commercial General Liability, Owners And Contractors Protective Liability, Products/Completed Operations Liability, Railroad Protective Liability and/or Liquor Liability policy(ies). It contains a brief synopsis of new endorsements and changes that were made to your existing policy forms and endorsements. This notice does not reference every editorial change made to the endorsements included in your policy.

Please read your policy, and the endorsements attached to your policy, carefully.

NEW MANDATORY GENERAL LIABILITY ENDORSEMENTS - KNOWN INJURY OR DAMAGE

CG 00 57 09 99 - Amendment Of Insuring Agreement - Known Injury Or Damage for use with the Commercial General Liability Coverage Part - Occurrence Version

CG 00 58 09 99 - Amendment Of Insuring Agreement - Known Injury Or Damage And Inspections And Surveys Condition for use with the Owners And Contractors Protective Liability Coverage Part

CG 00 59 09 99 - Amendment Of Insuring Agreement - Known Injury Or Damage And Inspections And Surveys Condition for use with the Railroad Protective Liability Coverage Part

CG 00 60 09 99 - Amendment Of Insuring Agreement - Known Injury Or Damage for use with the Products/Completed Operations Liability Coverage Part - Occurrence Version

CG 00 61 09 99 - Amendment Of Insuring Agreement - Known Injury Or Damage for use with the Liquor Liability Coverage Part - Occurrence Version

The new mandatory endorsements, which modify the insurance provided by various General Liability Coverage Parts, revise the Insuring Agreements of those affected Coverage Parts to address the issue of known injury or damage. They point out that the insurance does not respond to bodily injury or property damage that is known by the insured prior to the policy period. The endorsements designate which insureds are those whose prior knowledge of the injury or damage will result in the policy not responding. The endorsements further address the applicability of the General Liability policies in situations involving continuation, change or resumption of the same bodily injury or property damage during or after the policy period.

In most states, the revision to the Insuring Agreement of the various General Liability Coverage Parts represents neither a broadening or restriction in coverage from the original intent. However, in certain states, this revision may represent a decrease in coverage. This revision may result in the shifting of coverage, under certain circumstances, between current policies and past or future policies.

CG 28 07 09 99 - Principals Protective Liability Coverage

The Insuring Agreement of this endorsement has been revised to address known injury or damage to be consistent with the revisions made to the Insuring Agreement of the Owners And Contractors Protective Liability Coverage Part and other General Liability Coverage Parts.

NEW POLLUTION EXCLUSION ENDORSEMENT

CG 21 65 09 99 - Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception

This new additional, optional pollution exclusion endorsement excludes all pollution related exposure, but provides coverage exceptions for **bodily injury** arising out of smoke, fumes, vapor or soot from building heating equipment and **bodily injury** and **property damage** arising out of heat, smoke or fumes from a hostile fire. This endorsement generally decreases coverage, but if your prior policy contained a Total Pollution Exclusion (without the building heating equipment exception and the hostile fire exception) this endorsement is a slight increase in coverage. Also, if your prior policy contained endorsement CG 21 55 Total Pollution Exclusion With A Hostile Fire Exception (without the building heating equipment exception), this endorsement still represents a slight coverage increase.

CLARIFICATIONS IN COVERAGE AND EDITORIAL REVISIONS - VARIOUS GENERAL LIABILITY ENDORSEMENTS

CG 00 58 - Amendment Of Insuring Agreement - Known Injury Or Damage And Inspections And Surveys Condition for use with the Owners And Contractors Protective Liability Coverage Part

CG 00 59 - Amendment Of Insuring Agreement - Known Injury Or Damage And Inspections And Surveys Condition for use with the Railroad Protective Liability Coverage Part

In addition to addressing known injury or damage (discussed elsewhere in this notice), these endorsements also include a revision to the Inspections And Surveys Condition with respect to the certification of boilers, pressure vessels or elevators under state municipal statutes, ordinances or regulations.

CG 22 65 09 99 - Optical And Hearing Aid Establishments

CG 24 18 09 99 - Seed Merchants - Coverage For Erroneous Delivery Or Mixture And Resulting Failure Of Seed To Germinate for use with the Commercial General Liability Coverage Part

CG 24 19 09 99 - Seed Merchants - Coverage For Erroneous Delivery Or Mixture (Resulting Failure Of Seed To Germinate Not Included) for use with the Commercial General Liability Coverage Part

CG 24 20 09 99 - Seed Merchants - Coverage For Erroneous Delivery Or Mixture And Resulting Failure Of Seed To Germinate for use with the Products/Completed Operations Liability Coverage Part

CG 24 21 09 99 - Seed Merchants - Coverage For Erroneous Delivery Or Mixture (Resulting Failure Of Seed To Germinate Not Included) for use with the Products/Completed Operations Liability Coverage Part

These endorsements have been revised to delete subparagraph d. under Paragraph A.1. to reflect the addition of the new paragraphs to the Insuring Agreements in the new mandatory endorsements addressing known injury or damage.

NEW OPTIONAL GENERAL LIABILITY ENDORSEMENT - CONTINUOUS OR PROGRESSIVE INJURY

CG 71 71 11 99 - Coverage Limitation - Continuous or Progressive Injury, Damage or Defense for use with the Commercial general Liability Coverage Part - Occurrence Version

Your policy may also contain this optional endorsement which is similar to the new mandatory endorsement CG 00 57 09 99 except that it applies to personal and advertising injury.

In Montrose Chemical vs. Admiral Insurance Company (July 3, 1995) the California Supreme Court adopted a new interpretation of the Commercial General Liability insurance policy 'coverage trigger.' The Court's unexpected interpretation differed from the original intent. Within their decision, the California Supreme Court invited Insurance Companies to re-word policy language to more specifically reflect their original intent. This endorsement responds to that invitation.

BUSINESS AUTO

Business Auto AL

POLICY NUMBER S 70 DXX 80751582

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

BUSINESS AUTO POLICY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

ITEM TWO **SCHEDULE OF COVERAGES AND COVERED AUTOS**
(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

COVERAGES	LIMITS
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE	\$ 1,000,000 EACH ACCIDENT
UNINSURED MOTORISTS COVERAGE STATE(S): MICHIGAN	\$ 1,000,000 EACH ACCIDENT

COVERAGES	SYMBOLS - COVERED AUTO DESCRIPTION (SEE SECTION I, PARAGRAPH A AND B)
LIABILITY COVERAGE	1. ANY AUTO
PERSONAL INJURY PROTECTION	5. OWNED AUTOS SUBJECT TO NO-FAULT
UNINSURED MOTORISTS COVERAGE	2. OWNED AUTOS ONLY

PHYSICAL DAMAGE COVERAGE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM THREE, SCHEDULE OF COVERED AUTOS YOU OWN:

COVERAGES	DEDUCTIBLES	SYMBOLS - COVERED AUTOS DESCRIPTION (SEE SECTION 1, PARAGRAPH A AND B)
COMPREHENSIVE	\$ 250*	2. OWNED AUTOS ONLY
	\$ 250*	8. HIRED AUTOS ONLY
* NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		
COLLISION	\$ 500	2. OWNED AUTOS ONLY
	\$ 500	8. HIRED AUTOS ONLY

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN. SEE SEPARATE SCHEDULE ATTACHED.

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM CA0001-07-97

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POLICY NUMBER S 70 DXX 80751582

NAMED INSURED
DECKER MFG CORP

PORTFOLIO POLICY (R)

ENDORSEMENTS. ONLY THOSE ENDORSEMENTS SHOWN BELOW APPLY

EXPLANATION OF PREMIUM BASIS (CA 70 03 01 87)

WHO IS AN INSURED AMENDED (CA 70 07 01 87)

FLEETCOVER ENDORSEMENT (CA 70 18 04 96)

CHANGES IN COMMERCIAL AUTO COVERAGE FORMS (CA 00 22 02 99)

SUPPLEMENTARY STATE ENDORSEMENTS

MICHIGAN

MICHIGAN PERSONAL INJURY PROTECTION (CA 22 20 04 99)
DEDUCTIBLE: NONE

MICHIGAN BROADENED COLLISION COVERAGE (CA 22 22 03 94)
DESIGNATION OR DESCRIPTION OF COVERED AUTO(S):

AUTO NO. 0001 87 DODGE PICKUP	1B7JW24W8HS323743
AUTO NO. 0002 90 INTERNATIONAL VAN	1HTSDZZPXLH252509
AUTO NO. 0003 94 DODGE 3/4T PICKUP	1B7KF26Z5RS716550

MICHIGAN PROPERTY PROTECTION COVERAGE (CA 22 24 09 94)
DEDUCTIBLE: 0

MICHIGAN UNINSURED MOTORISTS COVERAGE (CA 21 31 12 97)

ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

001 MICHIGAN PROPERTY DAMAGE LIABILITY COVERAGE BUYBACK
CA 99 41 05 96

APPLIES TO ALL MICHIGAN AUTOS EXCLUDING TRAILERS

POLICY NUMBER S 70 DXX 80751582

Named Insured
DECKER MFG CORP

Rating Period 01-01-00 to 01-01-01

SCHEDULE OF COVERED AUTOS YOU OWN

The insurance afforded hereunder is only with respect to such and so many of the following coverages for each auto no. as are indicated by 'X'. The limit of the company's liability against Bodily Injury and Property Damage Liability (LIAB), Medical Payments (MED), Uninsured Motorist (UM), Underinsured Motorists (UIM), Personal Injury Protection (PIP), Property Protection Insurance (PPI), and Towing (TOW) coverages shall be as stated on the declarations page subject to all the terms of the policy having reference thereto. The limit of the company's liability against Comprehensive (COMP), Fire (F), Theft (T), Specified Causes of Loss (SCL), Limited Specified Causes of Loss (LSCL), and Collision (COLL) coverages shall be as stated herein subject to all the terms of the policy having reference thereto. As used herein 'ACV' means Actual Cash Value, 'DED' means Deductible and 'OTC' means Automobile Physical Damage Other Than Collision. The collision limit of liability is actual cash value less the deductible amount shown.

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0001	87	DODGE PICKUP ALBION	1B7JW24W8HS323743 MI 49224	COMP	ACV	\$ 250	\$ 500
0002	90	INTERNATIONAL VAN ALBION	1HTSDZZPXLH252509 MI 49224	COMP	ACV	\$ 250	\$ 500
0003	94	DODGE 3/4T PICKUP ALBION	1B7KF26Z5RS716550 MI 49224	COMP	ACV	\$ 250	\$ 500
0004		HIRED AUTO PHYS DAMAGE ALBION		COMP	ACV	\$ 250	\$ 500

AUTO NO.	COVERAGES AFFORDED (INDICATED BY 'X' IN COVERAGE COLUMN)								TOW
	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	
0001	X		X		X	X	X	X	
0002	X		X		X	X	X	X	
0003	X		X		X	X	X	X	
0004							X	X	

Business Auto Coverage Form - CA 00 01 07 97

Policy Amendment(s) Commercial Business Auto Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words you and your refer to the Named Insured shown in the Declarations. The words we, us and our refer to the Company providing this insurance.

Other words and phrases that appear in boldface have special meaning. Refer to Section V - Definitions.

Section I - Covered Autos

Item Two of the Declarations shows the autos that are covered autos for each of your coverages. The following numerical symbols describe the autos that may be covered autos. The symbols entered next to a coverage on the Declarations designate the only autos that are covered autos.

A. Description of Covered Auto Designation Symbols


Symbol	Description of Covered Auto Designation Symbols
--------	---


1. = ANY AUTO.
2. = OWNED AUTOS ONLY. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3. = OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4. = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only

those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.

5. = OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6. = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7. = SPECIFICALLY DESCRIBED AUTOS. Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8. = HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

9. = **NONOWNED AUTOS ONLY.** Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After the Policy Begins

1. If symbols 1, 2, 3, 4, 5, or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for autos that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an auto you acquire will be a covered auto for that coverage only if:
 - a. We already cover all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered autos for Liability Coverage:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Mobile equipment while being carried or towed by a covered auto.
3. Any auto you do not own while used with the permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. Loss; or
- e. Destruction.

Section II - Liability Coverage

A. Coverage

We will pay all sums an insured legally must pay as damages because of **bodily injury or property damage** to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

We will also pay all sums an insured legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of covered autos. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury or property damage** to which this insurance applies that is caused by the same accident.

We have the right and duty to defend any insured against a suit asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend any insured against a suit seeking damages for **bodily injury or property damage** or a **covered pollution cost or expense** to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the **Liability Coverage Limit of Insurance** has been exhausted by payment of judgments or settlements.

1. Who Is an Insured

The following are insureds:

- a. You for any covered auto.
- b. Anyone else while using with your permission a covered auto you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered auto. This exception does not apply if the covered auto is a trailer connected to a covered auto you own.
 - (2) Your employee if the covered auto is owned by that employee or a member of his or her household.

(3) Someone using a covered auto while he or she is working in a business of selling, servicing, repairing, parking or storing autos unless that business is yours.

(4) Anyone other than your employees, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their employees, while moving property to or from a covered auto.

(5) A partner (if you are a partnership), members (if you are a limited liability company) for a covered auto owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the insured:

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any suit against the insured we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the insured in any suit against the insured we defend.
- (6) All interest on the full amount of any judgment that accrues after

entry of the judgment in any suit against the insured we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-of-State Coverage Extensions

While a covered auto is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered auto is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered auto is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an insured contract provided the **bodily injury or property damage** occurs subsequent to the execution of the contract or agreement; or

- b. That the insured would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the insured or the insured's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification and Employer's Liability

Bodily injury to:

- a. An employee of the insured arising out of and in the course of:
- (1) Employment by the insured; or
 - (2) Performing the duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits or to liability assumed by the insured under an insured contract. For the purposes of the Coverage Form, a domestic employee is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

Bodily injury to any fellow employee of the insured arising out of and in the course of the fellow employee's employment or while performing duties related to the conduct of your business.

6. Care, Custody or Control

Property damage to or covered pollution cost or expense involving property owned or transported by the insured or in the insured's care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

Bodily injury or property damage resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto; or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.

8. Movement of Property by Mechanical Device

Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered auto.

9. Operations

Bodily injury or property damage arising out of the operations of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of mobile equipment.

10. Completed Operations

Bodily injury or property damage arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered auto;
 - (2) Otherwise in the course of transit by or on behalf of the insured; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered auto;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the insured for movement into or onto the covered auto; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered auto or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The bodily injury, property damage or covered pollution cost or expense does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of mobile equipment.

Paragraphs b. and c. above of this exclusion do not apply to accidents that occur away from premises owned by or rented to an insured with respect to **pollutants** not in or upon a covered auto if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered auto; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

12. War

Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered autos while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered auto is being prepared for such a contest or activity.

C. Limit of Insurance

Regardless of the number of covered autos, insureds, premiums paid, claims made or vehicles involved in the accident, the most we will pay for the total of all damages and covered pollution cost or expense combined, resulting from any one accident is the Limit of Insurance for Liability Coverage shown in the Declarations.

All bodily injury, property damage and covered pollution cost or expense resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

Section III - Physical Damage Coverage

A. Coverage

1. We will pay for loss to a covered auto or its equipment under:

- a. Comprehensive Coverage

From any cause except:

- (1) The covered auto's collision with another object; or
 - (2) The covered auto's overturn.

- b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. Collision Coverage

Caused by:

- (1) The covered auto's collision with another object; or
 - (2) The covered auto's overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered auto, we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. Loss caused by hitting a bird or animal; and
 - c. Loss caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

4. Coverage Extension

We will also pay up to \$15 per day to a maximum of \$450 for temporary transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

B. Exclusions

1. We will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event

that contributes concurrently or in any sequence to the loss.

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss to any covered auto while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for loss to any covered auto while that covered auto is being prepared for such a contest or activity.

3. We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for loss to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar

or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered auto at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the loss, and such equipment is designed to be solely operated by use of the power from the auto's electrical system, in or upon the covered auto; or

b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system; or
- (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered auto normally used by the manufacturer for installation of a radio.

C. Limit of Insurance

The most we will pay for loss in any one accident is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the loss; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. Deductible

For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

Section IV - Business Auto Conditions

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of accident, claim, suit or loss, you must give us or our authorized representative prompt notice of the accident or loss. Include:
 - (1) How, when and where the accident or loss occurred;
 - (2) The insured's name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved insured must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the insured's own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or suit.
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit.
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a loss to a covered auto or its equipment you must also do the following:
- (1) Promptly notify the police if the covered auto or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered auto from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered auto and records proving the loss before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the insured has an obligation

to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the insured's liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident or loss to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered auto;
- c. Your interest in the covered auto; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered auto you own, this Coverage Form provides primary insurance. For any covered auto you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle, the Liability Coverage this Coverage Form provides for the trailer is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered auto you own.

b. For Hired Auto Physical Damage Coverage, any covered auto you lease, hire rent or borrow is deemed to be a covered auto you own. However, any auto that is leased, hired, rented or borrowed with a driver is not a covered auto.

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an insured contract.

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover accidents and losses occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover loss to, or accidents involving, a covered auto while being transported between any of these places.

8. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage

Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

Section V - Definitions

- A. Accident includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage.
- B. Auto means land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include mobile equipment.
- C. Bodily injury means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. Covered pollution cost or expense means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or suit by or on behalf of a governmental authority demanding

that the insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered auto;
 - (2) Otherwise in the course of transit by or on behalf of the insured;
 - (3) Being stored, disposed of, treated or processed in or upon the covered auto; or
- b. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered auto; or

- c. After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered auto or its parts, if:

- (1) The pollutants escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The bodily injury, property damage or covered pollution cost or expense does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of mobile equipment.

Paragraphs b. and c. above do not apply to accidents that occur away from premises owned by or rented to an insured with respect to pollutants not in or upon a covered auto if:

- (1) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered auto; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.

E. Employee includes a leased worker. Employee does not include a temporary worker.

F. Insured means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or suit is brought.

G. Insured contract means:

1. A lease of premises;
2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for bodily injury or property damage to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any auto. However, such contract or agreement shall not be considered an insured contract to the extent that it obligates you or any of your employees to pay for property damage to any auto rented or leased by you or any of your employees.

An insured contract does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an auto to you or any of your employees, if the auto is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by auto for hire harmless for your use of a covered auto over a route or territory that person or organization is authorized to serve by public authority.

H. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties

related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

I. **Loss** means direct and accidental loss or damage.

J. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

K. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

L. **Property damage** means damage to or loss of use of tangible property.

M. **Suit** means a civil proceeding in which:

1. Damages because of **bodily injury** or **property damage**; or
2. A **covered pollution cost or expense**, to which this insurance applies, are alleged.

Suit includes:

- a. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the insured submits with our consent.

N. **Temporary worker** means a person who is furnished to you for a finite time period to support or supplement your workforce in special work situations such as **employee absences**, **temporary skill shortages** and **seasonal workloads**.

O. **Trailer** includes semitrailer.

Changes in Commercial Auto Coverage Forms - CA 00 22 02 99

Policy Amendment(s) Commercial Business Auto Coverage Form - Business Auto Physical Damage Coverage Form - Garage Coverage Form - Motor Carrier Coverage Form - Truckers Coverage Form

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Business Auto Physical Damage Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

SECTION I - LOSS OF USE

Changes in Physical Damage Coverage

Coverage Extension under Physical Damage Coverage is replaced by the following:

Coverage Extensions

A. Transportation Expenses

We will pay up to \$15 per day to a maximum of \$450 for temporary transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

B. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental

contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
2. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered auto; or
3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for expenses for loss of use is \$15 per day, to a maximum of \$450.

SECTION II - LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS

Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

- a. A covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- b. The insured's responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION III - CHANGES IN DEFINITIONS

- A. The definition of insured contract contained in Section V - Definitions of the Business Auto Coverage Form and Section VI - Definitions of the Motor Carrier and Truckers Coverage Forms is replaced by the following:

Insured contract means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for bodily injury or property damage to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any auto. However, such contract or agreement shall not be considered an insured contract to the extent that it obligates you or any of your employees to pay for property damage to any auto rented or leased by you or any of your employees.

An insured contract does not include that part of any contract or agreement:

- a. That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property

and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

- b. That pertains to the loan, lease or rental of an auto to you or any of your employees, if the auto is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by auto for hire harmless for your use of a covered auto for hire harmless for your use of a covered auto over a route or territory that person or organization is authorized to serve by public authority.

- B. The definition of insured contract contained in Section VI - Definitions of the Garage Coverage Form is replaced by the following:

Insured contract means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for bodily injury or property damage to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. An elevator maintenance agreement;
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your employees, of any auto. However, such contract or agreement shall not be considered an insured contract to the extent that it obligates you or any of your employees to

pay property damage to any auto rented or leased by you or any of your employees.

An insured contract does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instruments, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
3. That pertains to the loan, lease or rental of an auto, to you or any of your employees if the auto is loaned, leased or rented with a driver; or
4. That holds a person or organization engaged in the business of transporting property by auto for hire harmless for your use of a covered auto over a route or territory that person or organization is authorized to serve by public authority; or
5. That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

Michigan Uninsured Motorists Coverage - CA 21 31 12 97

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers' Coverage Form

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Insured: DECKER MFG CORP

Policy Number: S 70 DXX 80751582

Producer: WILLIS CORROON OF WESTERN MICH

Effective Date: 01-01-00

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers' Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Limit of Insurance

S Each Accident

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

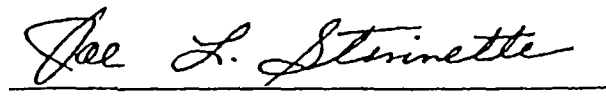
A. Coverage

1. We will pay all sums the insured is legally entitled to recover as compensatory damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. With respect to damages resulting from an accident with a vehicle described in Paragraph b. of the definition of uninsured motor vehicle, we will pay under this coverage only if a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

b. A tentative settlement has been made between an insured and the insurer of a vehicle described in Paragraph b. of the definition of uninsured motor vehicle and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Who Is an Insured

1. You.
2. If you are an individual, any family member.
3. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of bodily injury sustained by another insured.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of uninsured motor vehicle, in accordance with the procedure described in Paragraph A.2.b.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by:
 - a. You or while occupying or when struck by any vehicle owned by you that is not a covered auto for Uninsured Motorists Coverage under this Coverage Form;

b. Any family member while occupying or when struck by any vehicle owned by that family member that is not a covered auto for Uninsured Motorists Coverage under this Coverage Form; or

c. Any family member while occupying or when struck by any vehicle owned by you that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit of Insurance

1. Regardless of the number of covered autos, insureds, premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the schedule or declarations.
2. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Liability Coverage Form, or any Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation, disability benefits or similar law.

E. Changes in Conditions

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the

Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
 - b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
 - c. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a suit is brought.
 - c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of uninsured motor vehicle must also promptly notify us in writing of a

tentative settlement between the insured and the insurer and allow us to advance payment to that insured in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an accident with a vehicle described in Paragraph b. of the definition of uninsured motor vehicle if we:

- a. Have been given prompt written notice of a tentative settlement between an insured and the insurer of a vehicle described in Paragraph b. of the definition of uninsured motor vehicle; and
- b. Fail to advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the insured is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.

4. The following Condition is added:

Arbitration

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages that are recoverable by that insured, then the matter may be arbitrated. However, disputes

concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. **Family member** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. **Occupying** means in, upon, getting in, on, out or off.
3. **Uninsured motor vehicle** means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged;

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but that sum is less than the Limit of Insurance of this coverage;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an insured, a covered auto or a vehicle an insured is occupying. If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be corroborated by competent evidence, other than the testimony of any person having a claim under this or any similar insurance as the result of such accident.

However, uninsured motor vehicle does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

Countersigned by _____

(Authorized Representative)

Michigan Personal Injury Protection - CA 22 20 04 99

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers' Coverage Form

Insured: DECKER MFG CORP

Policy Number: S 70 DXX 80751582

Producer: WILLIS CORROON OF WESTERN MICH

Effective Date: 01-01-00

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.


Schedule


Coverages	Limit of Insurance
Medical Expenses	No specific dollar amount
Funeral Expenses	Up to \$1,750 per person
Work Loss	Up to \$3,545* for any 30 day period
Replacement Services	\$20 per day maximum
Survivors Loss Benefits consisting of Income Loss Benefits and Replacement Services	Up to \$3,545* for any 30 day period subject to a \$20 per day maximum for Replacement Services

*Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

A. Coverage

We will pay personal injury protection benefits to or for an insured who sustains **bodily injury** caused by an accident and resulting from the ownership, maintenance or use of an auto as an auto. These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an insured's care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

2. Funeral Expenses

Reasonable funeral and burial expense.

3. Work Loss

Up to 85% of an insured's actual loss of income from work. We will pay a higher percentage if the insured gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an insured earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an insured dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an insured would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an insured dies.

5. Survivors loss benefits consisting of:

a. Income Loss

The contributions a deceased insured's spouse and dependents would have received, as dependents, if the insured had not died as a result of the accident.

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased insured would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an insured earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the accident, but do not apply to any loss or expense incurred after an insured dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the 3 years after the accident. A deceased insured's spouse must have either resided with or been dependent on the insured at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the insured's death, the person is under age 18, physically or mentally unable to earn a living or a full time student.

B. Who Is an Insured

1. You or any family member.

2. Anyone else who sustains bodily injury:

a. While occupying a covered auto, or

b. As the result of an accident involving any other auto operated by you or a family member if that auto is a covered auto under the policy's Liability Coverage, or

c. While not occupying any auto as a result of an accident involving a covered auto.

C. Exclusions

We will not pay personal injury protection benefits for **bodily injury**:

1. To anyone causing intentional bodily injury to himself, herself or anyone else.
2. To anyone using an auto he or she has taken unlawfully, unless that person reasonably believed he or she was entitled to use the auto.
3. To anyone not occupying an auto, if the accident takes place outside Michigan. This exclusion does not apply to you or any family member.
4. To you while occupying or struck by any auto owned or registered by you which is not a covered auto.
5. To the owner or registrant of an auto for which the coverage required by the Michigan no-fault law is not in effect.
6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone occupying a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a family member under another policy. This exclusion does not apply to you or any family member or anyone occupying a motorcycle.
8. To anyone while occupying or struck by an auto (other than a covered auto) operated by you or a family member if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any family member.
9. To anyone while occupying an auto located for use as a residence or premises.
10. To anyone while occupying a public auto (other than a covered auto) for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to bodily injury to you or a family member while a passenger in a:
 - a. School bus;
 - b. Certified common carrier;
 - c. Bus operated under a government sponsored transportation program;
 - d. Bus operated by or servicing a non-profit organization;
 - e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
 - f. Taxicab.
11. To you or any family member while occupying an auto which is owned or registered by your or any family member's employer and for which the required Michigan no-fault coverage is in effect.
12. To anyone while occupying an auto for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a family member outside Michigan. This exclusion does not apply to you or a family member; nor does it apply under medical, accommodation or funeral expense benefits.
13. To any person resulting from the ownership, operation, maintenance or use of a parked auto. This exclusion does not apply if:
 - a. The auto was parked in such a way as to cause unreasonable risk of the bodily injury, or
 - b. The bodily injury results from physical contact with:
 - (1) Equipment permanently mounted on the auto while the equipment is being used, or
 - (2) Property being lifted onto or lowered from the auto, or
 - c. The bodily injury is sustained while occupying the auto.

However, exceptions b. and c. to this exclusion do not apply to any employee who has Michigan workers' disability compensation benefits available and who sustains bodily injury in the course of employment while loading, unloading, or doing mechanical work on an auto, unless the injury arises from the use or operation of another vehicle.

14. To you or any family member while occupying a motorcycle if the owner, registrant or operator of the auto involved in the accident has the required Michigan no-fault coverage.

D. Limit of Insurance

1. Regardless of the number of covered autos, insureds, premiums paid, claims made, vehicles involved in the accident or insurers providing no-fault benefits, the most we will pay for bodily injury for each insured injured in any one accident are the amounts shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:
 - a. The benefits serve the same purpose as Personal Injury Protection benefits; and
 - b. The benefits are provided or required to be provided as the result of the same accident for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the insured.
3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any family member.

E. Changes in Conditions

The conditions are changed for Personal Injury Protection as follows:

1. The Transfer of Rights of Recovery Against Others to Us Condition is replaced as follows:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident or loss to impair them.

2. Duties in the Event of Accident, Claim, Suit or Loss is amended by the addition of the following:

If requested by us, the insured shall furnish a sworn statement of earnings since the accident and for a reasonable time prior to the accident.

3. Legal Action Against Us is amended by the addition of the following:

No claimant may bring a legal action for personal injury protection benefits against us more than a year after the accident. There are two exceptions. The action may be brought if we have been given notice within a year after the accident or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent payment. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. The following conditions are added:

Reimbursement and Trust

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Coordination and Non-Duplication

- a. If an insured is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have

the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

F. Additional Definitions

As used in this endorsement:

1. **Auto** means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by

muscular power, a vehicle with fewer than three wheels, a motorcycle or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the policy.

2. **Family member** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. **Occupying** means in, upon, getting in, on, out or off.

Michigan Broadened Collision Coverage - CA 22 22 03 94

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers Coverage Form

Insured

Policy Number

Producer

Effective Date

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Deductible \$

Designation or Description of Covered Autos.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

Collision Coverage for a covered auto designated or described in this endorsement is changed as follows:

A. The deductible amount applicable under Collision Coverage does not apply to loss to the covered auto, except while parked in such a way as not to cause unreasonable risk of the damage which occurred, caused by collision provided:


1. The operator of the covered auto was not more than 50% the cause of the accident from which the damage arose;
2. If there is no physical contact with another motor vehicle involved in the accident, you offer reasonable evidence that the operator of the covered auto was not more than 50% the cause of the accident.

If the covered auto was damaged while parked in such a way as not to cause unreasonable risk of the damage which occurred, the deductible amount does not apply when we pay for any damage which is not recovered under Michigan Property Protection Coverage.

- B. For the purpose of this coverage, you and we will agree whether the operator of the covered auto was more than 50% the cause of the accident and the amount of the loss. If you and we do not agree, either may demand in writing that the matter on which you and we do not agree be settled by arbitration.
- C. For this coverage, the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is subject to any limitations contained in Chapter 31 of the Michigan Insurance Code.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Michigan Property Protection Coverage - CA 22 24 09 94

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers Coverage Form

Insured

Policy Number

Producer

Effective Date

For a covered auto licensed or principally garaged in, or garage operations conducted in, Michigan, this endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Deductible \$

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

A. Coverage

We will pay for property damage caused by an accident and resulting from the ownership, maintenance or use of a covered auto as an auto. A covered auto under this coverage includes an auto operated by, but not owned by, you or any family member to which the LIABILITY COVERAGE of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an accident which happens in Michigan.

B. Exclusions

This insurance does not apply to:

1. Property damage to property owned by you or any family member if you or any family member was the owner, operator or registrant of an auto involved in the accident which caused the property damage.
2. Property damage to any covered auto or its contents.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

3. **Property damage to any auto which is not a covered auto or to its contents.** However, this exclusion does not apply to the **auto** or its contents if the **auto** was parked in such a way as not to cause unreasonable risk of the **property damage**.
4. **Property damage to the property of anyone while using a covered auto without your consent,** unless that person reasonably believed he or she was entitled to use the **auto**.
5. **Property damage caused intentionally by any claimant.**
6. **Property damage to any property while a covered auto is located for use as a residence or premises.**
7. **Property damage to property as a result of an accident involving an auto not owned by you or any family member.** This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. **Property damage to any property you accept for transportation as a motor carrier as that term is defined in Chapter 475 of the Michigan Compiled Laws.** However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. **Property damage to property that occurs within the course of the business of repairing, servicing, or otherwise maintaining motor vehicles.**

C. Limit of Insurance

1. Regardless of the number of covered autos, premiums paid, claims made, vehicles involved in the **accident** or insurers providing property protection insurance, the most we will pay for all **property damage** resulting from any one **accident** is \$1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.

2. Any amount we would otherwise pay for **property damage** will be reduced by any deductible shown in the Declarations prior to the application of our **LIMIT OF INSURANCE**. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. Changes in Conditions

The **CONDITIONS** are changed for **PROPERTY PROTECTION COVERAGE** as follow:

1. The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** does not apply.
2. **LEGAL ACTION AGAINST US** is amended by the addition of the following:

No action to recover property protection insurance may be brought against us more than a year after the **accident**.
3. The following **CONDITIONS** are added:

Reimbursement and Trust

If we make any payment to a claimant who recovers from a party legally responsible for **property damage**, the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Non-Duplication

We will not pay duplicate benefits for the same expenses or loss.

Claimants Notice to Us

A claimant must promptly notify us of an **accident** and must tell us how, when and where the **accident** happened.

E. Additional Definitions

As used in this endorsement:

1. **Auto** means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three

wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.

2. **Family member** means a person related to you by blood, marriage or adoption who is a

resident of your household, including a ward or foster child.

3. **Occupying** means in, upon, getting in, on, out or off.
4. **Property damage** means damage to tangible property including the loss of use of such tangible property.

Explanation of Premium Basis - CA 70 03 01 87

Policy Amendment, Commercial Business Auto Coverage Form - Garage Coverage Form

When used as a premium basis:

A. Cost of Hire

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

B. For Public Autos

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.

2. Advertising Revenue.

3. Taxes which you collect as a separate item and remit directly to a governmental division.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

C. For Rental or Leasing Concerns

Gross receipts means the total amount to which you are entitled for the leasing or rental of autos during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the autos you leased or rented to others during the policy period.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



President

Who is an Insured Amended - CA 70 07 01 87

Policy Amendment Commercial Business Auto Coverage Form

Under SECTION II - LIABILITY COVERAGE, A. COVERAGE, Item 1. is amended to read:

1. Who is an Insured

The following are insureds:

a. You for any covered auto.

b. Anyone else while using with your permission a covered auto you own, hire or borrow except:

(1) The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.

(2) Someone using a covered auto while he or she is working in a business of selling,

servicing, repairing, or parking autos unless that business is yours.

(3) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

(4) A partner of yours for a covered auto owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an insured described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



President

FleetCover® Endorsement - CA 70 18 04 96

Policy Amendment(s) Commercial Business Auto Coverage Form - Truckers' Coverage Form

A. Broadened Named Insured

The following are added as insureds under Section II - Liability Coverage, A.1. Who Is an Insured (the following items will be f. and g. in Truckers' Coverage Form):

- d. Any subsidiary or organization which is legally incorporated or organized under the laws of the states, territories or possessions of the United States of America in which you own a financial interest of greater than 50% of the voting stock or otherwise maintain a controlling interest over assets and for which you have the responsibility of placing insurance:

- (1) on the effective date of this Coverage Form; or
- (2) that is newly acquired or formed by you during the policy period shown in the Declarations.

Coverage under this provision is afforded only until the end of the policy period or until the next twelve month anniversary, whichever is earlier.

However, the insurance provided by this provision does not apply to any subsidiary or organization stated in d. above that is an insured under any other automobile liability policy for which coverage has been specifically placed or an insured under any other automobile liability policy where that policy's limits of insurance have been exhausted or that carrier has become insolvent.

In addition, the insurance provided by this provision does not apply to bodily injury or property damage which results from an accident that

occurred before you acquired or formed the subsidiary or organization stated in d. above.

- e. Any of your employees while using a covered auto in your business or your personal affairs, provided you do not own, hire or borrow that auto.


B. Additional Insured and Waiver of Subrogation Coverage Required by Insured Contract, Written Agreement or Permit


The following are added as insureds under Section II - Liability Coverage, A.1. Who Is an Insured (the following items will be h. in Truckers' Coverage Form):

- f. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance, or use of a covered auto if:

1. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by
 - (a) an expressed provision of an insured contract, or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
2. The bodily injury or property damage is caused by an accident which takes place after:
 - (a) you executed the insured contract or written agreement; or
 - (b) the permit has been issued to you.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

The following paragraph is added to Section IV - Business Auto Conditions and Section V - Truckers' Conditions, A., Loss Conditions, Item 5, Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against any additional insured under Paragraph f. above, but only as respects loss arising out of the operation, maintenance or use of a covered auto pursuant to the provisions or conditions of the insured contract, written agreement, or permit.

C. Supplementary Payments - Increased Limits

Paragraph 2, Coverage Extensions, a. Supplementary Payments of Section II - Liability Coverage, subparagraphs (2) and (4) are replaced with the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Exclusion

Under Section II - Liability Coverage, B., Exclusions, Paragraph 5, Fellow Employee, does not apply if the bodily injury results from the use of a covered auto you own or hire. Coverage is excess over any other collectable insurance.

E. Communication Equipment Coverage

1. Section III - Physical Damage Coverage of the Business Auto Coverage Form and Section IV - Physical Damage Coverage of the Truckers' Coverage Form with respect to a covered auto described in the Schedule or in the Declarations, also applies to loss to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. **THIS COVERAGE APPLIES ONLY IF THE EQUIPMENT IS PERMANENTLY INSTALLED IN THE COVERED AUTO AT THE TIME OF THE LOSS.** Equipment which is removable

from a housing unit which is permanently installed in the covered auto and is designed to be solely operated by use of the power from the auto's electrical system in or upon the covered auto is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment.

2. NO DEDUCTIBLES APPLY TO THIS COVERAGE.

3. The most that we will pay in the event of a loss is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the loss; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or
- c. \$1,500

F. Tapes and Compact Discs Coverage

1. Under Comprehensive Coverage we will pay for loss to tapes, compact discs, or other similar devices used with sound reproducing equipment. We will pay only if the tapes, compact discs, or other similar devices:

- a. Are your property, or, if you are an individual, that of a family member; and
- b. Are in your covered auto at the time of loss.

2. The most we will pay for loss is \$250.

3. **PHYSICAL DAMAGE COVERAGE PROVISIONS APPLY TO THIS COVERAGE, EXCEPT FOR ANY DEDUCTIBLE.**

G. Hired Auto Physical Damage

If Physical Damage coverages are provided to the insured under this policy then Hired Auto Physical Damage is also provided for autos of like kind and use as those covered for Physical Damage under this policy. Any deductibles applicable to these autos will also apply to this coverage in a direct relationship to like kind and use.

1. The most we will pay for any one loss is the lesser of the following:

a. Actual Cash Value as determined by us;
or

b. The cost of repair.

In addition, we will pay any costs or fees associated with the loss to a hired auto, subject to a maximum of \$500 and not for a time period that exceeds seven days.

2. No deductible applies to loss caused by fire or lightning.
3. For Hired Auto Physical Damage Coverage, any auto you lease, hire, rent, or borrow is deemed to be a covered auto you own. However, any auto that is leased, hired, rented or borrowed with a driver is not a covered auto.

H. Customer Lease or Loan Physical Damage Coverage Extension

1. In the event of a total loss to a covered owned auto designated in the schedule and shown as having a loss payee or additional insured-lessor, Physical Damage Coverage, Item C., Limit of Insurance, Section III of the Business Auto Coverage Form and Section IV of the Truckers' Coverage Form is replaced by the following:

We will pay the greater of the:

- a. Outstanding indebtedness under the initial finance agreement for a covered auto and its equipment; or
- b. Actual cash value of the damages or stolen property as of the time of the loss.

Outstanding indebtedness means the amount you owe on the finance agreement at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear; or lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you.

I. Extended Towing

We will pay for towing and labor costs each time a covered auto is disabled. All labor must be

performed at the place of disablement. If the auto is of the private passenger type, there will be no deductible. If the auto is not a private passenger type there is a \$250 deductible. **THE MOST WE WILL PAY UNDER THIS COVERAGE IS \$750 PER DISABLEMENT.**

J. Extended Glass Coverage

In the event of a loss where only glass is damaged, the Glass coverage provision, Coverage item 3.a under Section III - Physical Damage of the Business Auto Coverage Form and Section IV - Physical Damage of the Truckers' Coverage Form is amended as follows:

a. Glass Breakage

If glass must be replaced, the deductible will be \$100 or the deductible shown on the declarations page, whichever is lower. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived.

K. Rental Reimbursement or Additional Transportation Expense Coverage

1. This coverage provides only those coverages shown in the Schedule or in the Declarations. It applies only to a covered auto described or designated in the Schedule or in the Declarations as carrying Physical Damage Coverage.
2. We will pay for rental reimbursement or additional transportation expenses or any combination thereof incurred by you because of loss to a covered auto. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. **NO DEDUCTIBLES APPLY TO THIS COVERAGE.**
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered auto; or
 - b. If loss is caused by theft, the number of days of coverage provided is in addition to the number of days it takes to locate the covered auto and return it to you; or
 - c. 45 days.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred while comparable to the actual vehicle damaged or stolen; or

b. \$1,500 maximum.

5. This coverage does not apply while there are spare or reserve autos available to you within your insured organization for your operations.

6. If loss results from the total theft of a covered auto of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement or additional transportation expense which is not already provided under Physical Damage Coverage paragraph A.4. of Section III of the Business Auto Coverage Form or Section IV of the Truckers' Coverage Form.

L. Airbag Coverage

Section III of the Business Auto Coverage Form and Section IV of the Truckers' Coverage Form - Physical Damage Coverage, B. Exclusions, mechanical breakdown does not apply to an unintended discharge of an airbag. Coverage is excess over any other collectable insurance or warranty specifically designed to provide coverage.

M. Amended Duties in the Event of Accident, Claim, Suit or Loss

Section IV, Business Auto Conditions and Section V, Truckers' Conditions, A.2. Loss Conditions - Duties in the Event of Accident, Claim, Suit or Loss, Paragraph a., are replaced by the following:

a. In the event of accident, claim, suit, or loss, you must promptly notify us when the accident is known to:

1. You or your authorized representative, if you are an individual;

2. A partner, or an authorized representative, if you are a partnership; or

3. An executive officer, insurance manager, or authorized representative if you are a corporation.

Knowledge of an accident, claim, suit or loss by other employee(s) does not imply you also have such knowledge.

Notice to us should include:

(1) How, when and where the accident or loss occurred;

(2) The insured's name and address; and

(3) To the extent possible, the names and addresses of any injured persons.

N. Unintentional Failure to Disclose Hazards

Section IV, Business Auto Conditions and Section V, Truckers' Conditions, B.2. General Conditions - Concealment, Misrepresentation or Fraud, are amended to include the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

O. Hired Auto - Coverage Territory

For hired autos hired for less than 30 days, the coverage territory will be extended to anywhere in the world, provided the insured's liability to pay damages is determined in a suit brought in the coverage territory described in Section IV - Business Auto Conditions of the Business Auto Coverage Form or Section V - Truckers' Conditions of the Truckers' Coverage Form, General Conditions B.7.b.

P. Mexico Endorsement

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectable insurance available to you.

WARNING

UNLESS YOU HAVE AUTOMOBILE INSURANCE WRITTEN BY A MEXICAN INSURANCE COMPANY, YOU MAY SPEND

LONG PERIODS OF TIME IN JAIL IF YOU HAVE AN ACCIDENT IN MEXICO. INSURANCE COVERAGE SHOULD BE SECURED FROM A COMPANY LICENSED UNDER THE LAWS OF MEXICO TO WRITE SUCH INSURANCE IN ORDER TO AVOID COMPLICATIONS AND SOME OTHER PENALTIES POSSIBLE UNDER THE LAWS OF MEXICO, INCLUDING THE POSSIBLE IMPOUNDMENT OF YOUR AUTO.

Q. Amended Definition of Bodily Injury

The definition of bodily injury in Definitions, Item C. of Section V of the Business Auto Coverage Form and Section VI of the Truckers' Coverage Form is replaced by the following:

Bodily Injury means physical harm, physical sickness or physical disease sustained by a person. It includes death and mental anguish which result at any time from such physical harm, physical sickness or physical disease. It does not

include mental anguish which occurs in the absence of physical harm, physical sickness or physical disease. When used in this definition, mental anguish means any type of mental or emotional illness or distress.

R. Cancellation Condition

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 120 days prior to the effective date of cancellation.

S. Auto Medical Payments

If the insured has purchased Auto Medical Payments, the limit of liability for those vehicles designated in the policy as having this coverage will be the greater of:

1. \$5,000; or
2. The amount shown in the declarations.

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Michigan Property Damage Liability Coverage Buyback - CA 99 41 05 96
Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form
Motor Carrier Coverage Form - Truckers Coverage Form

Insured: DECKER MFG CORP

Policy Number: S 70 DXX 80751582

Producer: WILLIS CORROON OF WESTERN MICH

Effective Date: 01-01-00

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Designation or Description of Covered Autos

Premiums

\$

Total Premium \$

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

LIABILITY COVERAGE is changed as follows:

For a covered auto designated or described in the Schedule we will:

1. Pay any amount up to \$500 the insured legally must

pay as damages because of property damage to a motor vehicle caused by an accident which occurs in Michigan.

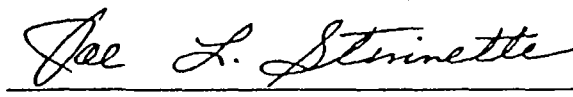
2. Pay only to the extent that there is no other insurance available for the damages.

Countersigned by

(Authorized Representative)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

Employers Reinsurance Corporation

MICHIGAN CERTIFICATE OF SPECIFIC/AGGREGATE EXCESS LIABILITY INSURANCE

To: Michigan Department of Consumer & Industry Services
Bureau of Workers' Disability Compensation
Self-Insured Programs Division
State Secondary Complex, General Office Building
7150 Harris Drive (48913)
P.O. Box 30016
Lansing, Michigan 48909

This certifies that a Workers' Compensation Excess Liability Insurance policy has been issued to the employers named below and the filing of this certificate is confirmation that the excess liability insurance policy identified below is effective on the date stated, that the policy form is approved for use in Michigan by the Insurance Commissioner and complies with all requirements in the Michigan Workers' Disability Compensation Act of 1969 and Administrative Rule 408.43k. Cancellation or intent to not renew the policy by the insurer or insured must be by certified or registered mail and sent to the Bureau of Workers' Disability Compensation not less than 60 days prior to the cancellation or nonrenewal.

Name of Insured Employers: Decker Manufacturing Corporation

(List all self-insured employers, attach additional page if necessary)

Name of Insurer: Employers Reinsurance Corporation

Address: Overland Park, Kansas 66201

Policy Number: 0003943 Effective Date: October 1, 1999

TERMS OF COVERAGE

Specific

Aggregate

Policy Limit: W.C. Statutory/ E.C. \$1,000,000 Policy Limit: \$3,000,000

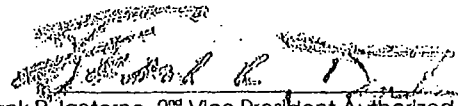
Retention: \$ 300,000 Retention Percentage: 100%

Policy Term: October 1, 1999/2001 Minimum Retention: \$698,984
(Years)

Estimated Retention: \$698,984

Policy Term: October 1, 1999/2001
(Years)

Employers Reinsurance Corporation
(Insurer)


(Frank R. Iantorno, 2nd Vice President Authorized Signature)
October 1, 1999

Revised 1/99 (Previous Revision 3/98)

**SPECIFIC EXCESS AND AGGREGATE EXCESS
WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INDEMNITY POLICY**

EMPLOYERS REINSURANCE CORPORATION

No. 0003943

SCHEDULE

1. **Insured:** Decker Manufacturing Corporation
2. **Mailing address:** 703 North Clark Street
Albion, Michigan 49224
3. **Named states:** Michigan
4. **Excluded states:** None
5. **Policy Period:**
 - (a) **From:** October 1, 1999
 - (b) **To:** October 1, 2001**Both days at 12:01 A.M. standard time at the
Insured's address shown in Item 2 of this Schedule**
6. **Specific retention:**
 - (a) **Each accident:** \$300,000
 - (b) **Each employee for disease:** \$300,000
7. **Specific limit each accident:**
 - (a) **Policy Part One, Workers Compensation:** Statutory
 - (b) **Policy Part Two, Employers Liability:** \$1,000,000
8. **Specific limit each employee for disease:**
 - (a) **Policy Part One, Workers Compensation:** Statutory
 - (b) **Policy Part Two, Employers Liability:** \$1,000,000
9. **Aggregate retention:**
 - (a) **Normal premium multiplied by:** 100%
 - (b) **Estimated normal premium:** \$698,984
 - (c) **Minimum retention:** \$698,984

10. Aggregate limit: \$3,000,000

11. Classification of Operation	Manual Code No.	Rate Per \$100 of Payroll
Net Manufacturing	3132	7.1500
Clerical Office Employees	8810	7.1500

12. Premium:

- (a) Normal premium multiplied by: 3.15%
- (b) Minimum: \$22,018.00
- (c) Deposit: \$22,018.00 Payable as follows:
 - \$11,009.00 Due October 1, 1999
 - \$11,009.99 Due October 1, 2000

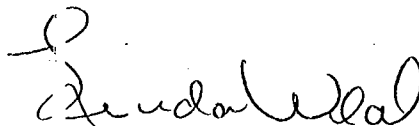
13. Loss reporting period: Quarterly when incurred losses equal or exceed 75% of the aggregate retention.

14. Endorsement serial numbers:

- Endorsement No. 1 - SAC-75-1
- Endorsement No. 2 - C-MI
- Endorsement No. 3 - SAC-MIFA

EMPLOYERS REINSURANCE CORPORATION
HOME OFFICE - 5200 Metcalf, P.O. Box 2991
Overland Park, Kansas 66201
(913) 676-5200 or 1-800-255-6931

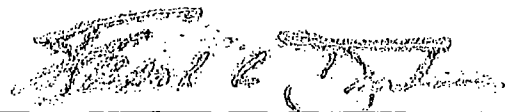
Countersigned



Licensed Resident Agent

Date

10-7-99



Authorized Representative

DATE (MM/DD/YY)
3-AUG-2000

30510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

21873-100 (GRAP)

COMPANY **Fireman's Fund Insurance Company**

A

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Decker Manufacturing Corporation
703 N. Clark Street
Albion MI 49224

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	S70DXX80751582	01-JAN-2000	01-JAN-2001	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	S70DXX80751582	01-JAN-2000	01-JAN-2001	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$
	<input type="checkbox"/> INCL				EL DISEASE-POLICY LIMIT	\$
	<input type="checkbox"/> EXCL				EL DISEASE-EA EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Reference: Site/Spill ID #5-AN and DOJ #90-11-2-1109

CERTIFICATE HOLDER

Director, Superfund Division, Region 5
U.S. Environmental
Protection Agency
77 West Jackson Blvd
Chicago IL 60604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE